

# Terms and Conditions of Sale



## **DEFINITIONS**

"IOC" refers to Irish Oxygen Company Limited, registered in Ireland no 12371

"Customer" refers to the person(s) or corporation purchasing from IOC

"Products" refers to gas or gases in cylinders, welding or other equipment, hydrated lime or any items sold by IOC

"Cylinders" refers to the gas cylinders, valves, guards and caps in which products are sold to customers.

## **OWNERSHIP OF CYLINDERS**

Unless otherwise agreed, all cylinders issued remain the property of IOC and customer shall not allow any third party acquire possession or rights in respect of them.

Cylinders are issued on an annual or monthly charge.

All supplies by IOC are for the sole use of the customer and not for re-trading and the customer shall not part with cylinders loaned to it by IOC, nor lend them, or allow them to be refilled or used for any other purpose

Cylinders shall be returned to IOC immediately after the gas has been consumed or within 12 months of receipt whichever is earlier.

Where the annual or monthly charge is not paid within 30 days of notification, the agreement to issue cylinder shall be deemed to be terminated and IOC have the right to collect all cylinders whether full or not. The customer shall not obstruct IOC from collecting its cylinders.

## **SALES AND PAYMENTS**

All prices are ex-works Cork and the customer is responsible for the return of cylinders carriage paid to IOC, unless otherwise agreed.

All sales of products shall be on a cash collect basis and all annual/monthly charges on cylinders shall be secured by a deposit unless an application has been made to open an account by the customer and accepted by IOC.

If and when a credit account is opened by IOC, the customer shall pay any invoice rendered by

IOC before the end of the month following supply of products.

Any invoice not paid by the end of the month following supply of products, the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2012, SI No 580 of 2012 shall apply.

If a customer gives a mandate to IOC for direct debit payments, IOC shall be entitled to debit the customer's bank account for all invoices and annual/monthly charges after 15 days have elapsed following sending by ordinary post, by fax, by email or other electronic delivery method.

Deposit shall be repaid to the customer by cheque by IOC within 30 days of the return of all cylinders and the payment of any invoices or annual/monthly charges outstanding.

The commitment on the part of IOC to supply the customer with product and/or cylinders is conditional on IOC being satisfied with the customer's credit worthiness

## **RETENTION OF TITLE**

Title to products shall remain in the name of IOC until payment in full has been made. Where payment is made by cheque, credit card, direct debit or any method other than cash, and where the payment is returned unpaid by the bank, then title to the products shall return to IOC exactly as if payment had never been made.

## **DELIVERY**

If the products are collected by the customer, delivery shall be effected and risk in the products shall pass to the customer when the cylinders have been loaded onto the customer's vehicle at the premises of IOC or their agents.

If IOC or its agents are delivering products to customers, the customer shall arrange for a safe and suitable place for delivery and arrange for all cylinder due for return to be stored at the point. Risk in the products shall pass to the customer when the cylinders are delivered to the customer. IOC shall have no liability for late delivery. If an IOC delivery is made during normal business hours and delayed by more than 20 minutes, the delivery shall be deemed to be cancelled by the customer and a new delivery shall have to be arranged at extra cost to the customer.

## **RETURN FOR CREDIT OR REFUND**

Products after sale may not be returned for credit without the prior agreement of IOC. Where a return is approved, a restocking cost may be charged. Credit will first be put towards any outstanding debt of the customer and remaining credit will be left in the customer's account towards future purchases. A refund of any credit in an account will be made on the request of the customer.

Where a refund is requested and the original payment was made by credit/debit card, the refund shall be credited to same credit/debit card account. All other refunds shall be made by cheque or electronic funds transfer to a customer's bank account. Refunds may not be paid in cash.

## **LOSS OF OR DAMAGE TO CYLINDERS**

The customer shall be responsible for the safe custody and proper use of cylinders and shall indemnify IOC against their theft from the customer premises.

The customer shall pay to IOC the current replacement cost as specified by IOC for any cylinder lost or destroyed while in the customer's possession or control.

If at any time a customer shall not have in its possession or control the number of cylinders issued to it by IOC (less those returned to IOC), then IOC may treat the number of cylinders of which the customer is so deficient as lost unless the customer can prove otherwise. If a cylinder treated as lost under this clause is eventually found, it shall be returned to IOC and IOC shall repay to the customer any sum paid by the customer for its loss less a sum equal to the annual/monthly charge which would have paid by the customer for the period during which the cylinder was treated as lost.

The customer shall pay to IOC the cost of repairing or maintaining any cylinder damaged or misused while in the possession or control of the customer.

The customer shall not alter the colour of a cylinder nor remove or replace a valve or valve guard

## **FORCE MAJEURE**

If IOC is prevented wholly or partly from manufacturing or distributing products by its normal means through circumstances beyond its reasonable control (which includes, but without limitation, industrial disputes, accidents and breakdown of plant and machinery) it may without liability cancel or delay deliveries or reduce the quantities delivered during the period it is affected by such circumstances.

## **WARRANTY AND LIABILITY**

IOC warrants that the purity of products shall not be less than that specified in the relevant product's specification sheet.

IOC warrants that cylinders shall be suitable for conveying and holding the relevant products and will comply with statutory requirements. This shall apply only within the territory of the Republic of Ireland and cylinders may not be taken or used outside this territory.

All implied warranties and conditions as to quality or description (whether statutory or otherwise) are excluded.

Whilst any recommendation relating to the use of products made by IOC, in its technical literature or in response to specific enquiry, is given in good faith, it is for the customer to satisfy itself that the products are suitable for the purpose for which it intends to use them. No warranty is given as to the suitability of the products for any particular purpose and any implied warranty (whether statutory or otherwise) is excluded.

In no circumstances shall IOC's liability to the customer's loss of profits, loss of use or any other consequential or economic loss. Nothing in this clause shall limit or exclude the right of any person to bring a claim against IOC for personal injury or death.

Where the customer deals as a consumer, the terms of this clause shall not diminish the consumer's statutory rights.

## **HEALTH AND SAFETY**

IOC's data and safety sheets are available for customers. It is the customer's responsibility to ensure that products and/or cylinders supplied to them by IOC are used in a manner which does not pose a health or safety risk to any person.

## **PRIORITY OF DOCUMENTATION**

The supply of products/cylinders shall be governed by these terms and conditions of sale notwithstanding that the customer, for its own administrative convenience in requesting delivery of products to be supplied to it, may issue its standard form of purchase order incorporating printed terms and conditions other than those herein. The customer understands and agrees that such purchase order shall function only as a request for delivery and shall otherwise have no contractual effect, notwithstanding that the purchase order may incorporate other terms and conditions and that delivery is effected in accordance with such request

## **LAW**

These terms and conditions shall be subject to the laws of the Republic of Ireland.