



Terms of Sale

Units 2 & 3 Glasnevin Business Park, Ballyboggan Road, Glasnevin, Dublin 11
Tel: (01) 8303833 Fax: (01) 8301880
Email: info@dublinfoodsals.ie Web: www.dublinfoodsals.ie
Company Reg No. 86338 VAT No. Y4629421Q

General

In these Terms, "**the Company**" means Dublin Food Sales Ltd., having its registered office and principal place of business at Glasnevin Business Park, Ballyboggan Road, Dublin 11, and "**the Customer**" means any person or entity who places an order with the Company for the supply of goods. These Terms may be changed without notice; all sales made by the Company are subject to the Terms of Sale current at the time of acceptance of the order, except that where there is a previous agreement in writing between the Company and the Customer, the Terms will be amended accordingly. Any such agreement may be terminated by either side by giving written notice. A copy of the current Terms of Sale will be supplied on request, and may also be available on the Company's website (<http://www.dublinfoodsals.ie>). These Terms became current on 29th May 2002.

Acceptance of Orders

Orders are accepted by the Company subject to stock availability. If any product is not available, the Company may, at its option, either (1) supply an alternative product of similar specification and price; or (2) omit the product and supply the remainder of the order; or (3) cancel the order. The Company will not be liable for any loss incurred due to failure to supply any product.

The Company may decline to accept any order at any time without giving any reason or advance notice.

An order may not be cancelled or amended by the Customer if that order is already en-route to the Customer.

The Company may sometimes agree to try to source and supply certain products which are not normally supplied by the Company. In this case, such products may not be cancelled from an order, and the order may not be cancelled, by the Customer once the order has been accepted.

Pricing

Prices can change without notice. The prices charged will be those in the Company's current price list at the time of despatch. A copy of the current price list is available on request. Unless otherwise stated, prices given in any quotation are the current prices only and are subject to change without notice. The Company's prices refer to standard units of sale, but with certain products the Company may sometimes agree to supply a sub-division of a standard unit of sale; in this case, a handling charge as specified in the Company's current price list will be applied.

Delivery

Orders will be delivered as soon as practicable having regard to the Company's normal delivery schedule. The Company will not be liable for any loss incurred as a result of delay in delivery.

Delivery is free of charge, except that where the Customer requires special delivery arrangements (such as urgent delivery, or delivery outside the Dublin region), the extra cost of such delivery will be charged to the Customer.

Delivery will be made to the Customer's premises during normal business hours, unless otherwise agreed. If the Customer fails to accept delivery, or fails to have payment ready if there is a cash-on-delivery agreement, the Company may, at its option, either (1) cancel the order and charge the Customer for the cost of the attempted delivery; or (2) deliver the goods to the Company's premises and store them there on the Customer's behalf and it will be the responsibility of the Customer to collect them or arrange for further delivery subject to a charge for the cost of such delivery.

Goods should be inspected by the Customer at time of delivery and any damage or shortages marked on the delivery docket; any subsequent claim for damage or shortages will only be entertained at the Company's discretion. Goods may not be returned for credit without the prior agreement of the Company; if the Company agrees to accept goods returned for credit, a restocking charge of up to 10 per cent of the purchase price may be applied.

Liability

Since the Company does not have full control over the quality of the goods it supplies or the uses to which they may be put, the Company cannot accept responsibility for any loss or injury suffered as a result of the use of its products, and no action of the Company may be construed as representing that any of its products is fit for any particular purpose. In any event, the Company's liability, if any, will be limited to either replacement of the product or the refund of the purchase price.

Payment

Invoices must be paid in full not later than the 27th day of the month following the invoice date. The Company will be entitled to add interest to overdue amounts at a rate equivalent to current bank overdraft rates until the overdue amount is paid in full. The charging or non-charging of interest will not affect the Company's entitlement to also pursue other methods to secure settlement. The Company may charge the Customer a fee not exceeding €10.00 for each occasion that a payment from the Customer is returned by the Company's bank. The Company may withdraw credit facilities at any time without giving any reason or advance notice.

Retention of Title

Title to all goods supplied will remain with the Company until the amount due in respect of those goods, and all overdue amounts due to the Company by the Customer, have been paid.

Until title passes to the Customer, the Customer must store the goods on his premises on behalf of the Company and ensure that the goods are identifiable as the Company's property and protected against damage and loss. However, the Customer may use, consume, or sell in his retail outlet such quantities of the goods as are necessary in the normal course of his business.

The Company may request at any time the return of certain or all goods to which it has title, and the Customer must surrender such goods to the Company.

Enforceability

If any part of these Terms is found to be invalid or unenforceable, that part will be considered to be removed from the Terms and the validity and enforceability of the remaining terms will be unaffected. Any waiver by the Company of any of its entitlements under these Terms does not constitute a general waiver of or change to these Terms, and does not commit the Company to applying such a waiver or any other waiver in the future.

WE UNDERSTAND *your* FOOD NEEDS!

A member of the Restaurants Association of Ireland



Credit Account Application

Units 2 & 3 Glasnevin Business Park, Ballyboggan Road, Glasnevin, Dublin 11
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Company name:			Reg. no.:	
Trading name:				
Trading address:			Premises:	<input type="checkbox"/> owned <input type="checkbox"/> leased <input type="checkbox"/> franchised
Directors' names and home addresses:				
Please use a continuation sheet if necessary				
Associated businesses:				

Contacts	Name	Phone/fax/e-mail
Purchasing:		
Accounts:		

Trade References	Name	Phone/fax/e-mail
Butcher:		
Fish supplier:		
Fruit/veg. supplier:		
Other:		

I hereby apply for a credit account with Dublin Food Sales Ltd., and agree to be bound by their Terms of Sale, which I have read and understood.

Director's signature:		Phone/ e-mail:
Name: (Please print)		
Date:		

Personal Guarantee	I hereby request that you, Dublin Food Sales Ltd., supply goods to the above business, and as consideration I agree to be responsible for all sums due, and any losses you may suffer, as a result of the supply of those goods. This is a continuing Guarantee and Security and my liability under it will not be affected by your giving any time or other indulgence to the customer. I may revoke this guarantee at any time by giving you written notice.	
Signed:		Home address:
Name: (Please print)		
Date:		

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Direct Debit Mandate

Units 2 & 3 Glasnevin Business Park, Ballyboggan Road, Glasnevin, Dublin 11
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Bank name and full Branch address

This form is to instruct your bank to make payments directly from your account.

Please fill in this section, and post the form back to Dublin Food Sales.

Bank sort code:	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>
Account number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Account name:	

To: The Manager at the above-named bank branch	
<p>I instruct you to pay Direct Debits from the above account at the request of Dublin Food Sales Ltd. The amounts are variable and may be debited on various dates. I understand that Dublin Food Sales may change the amounts and dates only after giving me prior notice. I will inform you in writing if I wish to cancel this instruction. I understand that if any Direct Debit is paid which breaks the terms of this instruction, the Bank will make a refund.</p>	
Signature(s):	<input type="text"/>
Date:	<input type="text"/>

Please do not fill in this section.

Originator Identification No.	302013
Dublin Food Sales Reference	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

<p>Dublin Food Sales Ltd. Glasnevin Business Park Ballyboggan Road Dublin 11</p>
