

Ariel Door Gears Ltd

25 Crescent Place, Clontarf, Dublin 3, Ireland. Telephone +353 (0) 1 833 3168 Fax +353 (0) 1 833 5841

General Sales Conditions (see our separate Gate Automation terms)

The act of placing a purchase order signifies the acknowledgement and acceptance by the buyer of these general terms of sale. Any order is considered a firm order by Ariel Door Gears Ltd except the ones refused by Ariel Door Gears Ltd within 15 days.

Packing

The contents of each packing represent a unity of sale, so all order units should be multiple of this unit.

Mínímum order

There is no minimum order value, however if your company policy is not to pay carriage our minimum order is $\in 630$ & VAT.

Returns

Returned merchandise will not be accepted. Unless approved in advance in writing from Ariel Door Gears Ltd that the goods are accepted back, this however is subject to a 15% restocking fee and only for our standard stock items, at standard stock levels.

Claíms

Our goods are warranted against all fabrication defects. The warrantee is however limited on the defective part, excluding all damages, whatever the cause might be, and conditioned by a previous devolution of the defective goods.

For exercise of the guarantee, all claims for any kind of defect must be made within 30 days from the date of delivery.

The buyer commits himself to verify the goods immediately after reception.

Ariel Door Gears Ltd declines all liability in the event the fault for which the guarantee is claimed is attributable to any of the following causes:

- (a) Natural wear and tear.
- (b) If the purchaser or any other should chage the model or designs of the products, wholly or any part of same.
- (c) If the purchaser or any other should have caused through negligence, mishandling or improper use.
- (d) Any other kind of irregularity, not attributable to a fault in the actual products themselves.

Ariel Door Gears Ltd reserves the right to make all necessary modifications and discontinue selling its products, without previous notice and will not be held liable for any costs or liabilities the purchaser incurs because of this.

Carriage & Delivery Terms Standard delivery terms in the Republic of Ireland by courier.



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Our standard couriers are able to deliver items up to 3 metres long, packages up to 30 Kgs and pallets.

Orders over $\in 630$ & Vat are generally delivered carriage free, our vans do cover the whole of Ireland however you only get free delivery of goods under $\in 630$ if we are passing.

Carriage is charged at \in 18.10 & vat for the first 20 Kg and .45per Kg after this.

Special size packages and lengths longer than **3** *metre are charged at a individual rate from the transport company.*

Delivery

Our expected delivery times must be considered as approximate and therefore they are in no way binding. In the case of force majeure, which impedes our delivery dates, expected delivery times can be changed. If an order of part of an order is delayed or not filled, the buyer will not have the right to demand the seller to fill it or to be indemnified in case of loss or damage.

The goods are sent at the buyer's risk even if sent C.I.F. of course, the consignment has to be considered effective when the goods are delivered to the carrier or to the forwarding agent.

If, at the delivery of the goods, the packaging and or goods (of any kind is) damaged the buyer shall not accept the goods without first seeking the forwarding agent to verify the damage. The carriage note is the only valid document for raising an objection, and the objection must be written in two copies:

- (*a*) One for the buyer;
- (b) One for the forwarding agent.
- (c) After 3 working days from delivery of the goods it will not be possible to raise an objection any more.

Títle

The goods remain the property of Ariel Door Gears Ltd until paid for in full.

Accounts Goods sold Cheque on delivery.

All account terms are to be agreed in writing before



Ariel Door Gears Ltd 25 Crescent Place, Clontarf, Dublin 3, Ireland. Telephone +353 (0) 1 833 3168 Fax +353 (0) 1 833 5841 Warranty Sliding Systems

The word PRODUCT shall mean any sliding system sold or marketed by Ariel Door Gears Ltd.

The Products are guaranteed against any manufacture defect for a period of TWO years from date of manufacture.

Excluded from this guarantee are products, or parts of them, subject to wear through use, and products which have not been used in accordance with there technical characteristics and for purposes for which they have not been designed, it being understood that products marketed by Ariel Door Gears Ltd are destined exclusively to the enclosure of spaces, with the enclosing running precisely in the longitudinal sense.

Also excluded from this guarantee are those products in which the limits expressed in the product documentation have been exceeded for the weights supported by the product, and/or recommendations for the qualities of materials to which the products marketed by Ariel Door Gears Ltd are fixed have not been complied with.

For the guarantee to take effect; by prior agreement the defective product must be sent with the voucher and purchase invoice to Ariel Door Gears Ltd, which will then proceed to repair or replace the product, at its choice.

Ariel Door Gears Ltd will accept no other responsibility than that expressed in the above paragraph, consisting in the replacement or repair of the product and only for the first purchaser of the products, so that the rights granted by this guarantee may not be assigned to third parties.

The commercial relationship between Ariel Door Gears Ltd and third parties will be subject to Irish legislation and to the jurisdiction of the City of Dublin, Ireland and its higher courts. All goods sold subject to Ariel Door Gears Ltd terms and conditions of sale.