



CLASSIC TECHNOLOGY

Terms and conditions of sale

Introduction

This terms and conditions apply whether you are purchasing our products or services either on line off line on account. If you purchasing products and services via our website welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Classic Technology's relationship with you in relation to this website. When making online purchases you will be requested to check a box to state you agree with the terms and conditions. If you are purchasing our products or our services in the UKAS Laboratory offline these terms and conditions will also apply. There is a link to these terms and conditions on the quotation you have received. You should use the link and review the terms and conditions on line as a receipt of a purchase order from you following the quotation will constitute acceptance of terms and conditions.

- 1.1. These terms and conditions shall govern the sale and purchase of products through our website.
- 1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.
- 1.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Sale of Goods & Supply of Services Act 1980 or the Consumer Protection Act 2007).

2. Interpretation

- 2.1 In these terms and conditions:
 - (a) "we" means Classic Technology Limited and
 - (b) "you" means our customer or prospective customer,and "us", "our" and "your" should be construed accordingly.

3. Order process

- 3.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.

3.3 To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; you must select your preferred method of delivery and confirm your order and your consent to the terms of this document; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order].

3.4 You will have the opportunity to identify and correct input errors prior to making your order.

3.5 **Quotations:**

Our quotations for any goods are only valid on the day of issue and are also subject to stock availability. All quotations are for the sole use of the addressee and we reserve the right to withdraw a quotation, which has been passed on to a third party.

3.6 **Catalogues & Brochures:**

All descriptions and illustrations of goods on our website, in any catalogues, brochure, e-mail shot, price list or in any other document provided by the Company are intended for general guidance only and do not form part of any contract between the company and the customer or potential customer. The Company accepts no liability whatsoever for any error or omissions in such documents and cannot be liable in any circumstances for any loss or damage resulting from the customer's reliance on such descriptions and illustrations.

4. Products

4.1 The following types of products are or may be available on our website from time to time: [sale and rental of process instrumentation

4.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

4.3. In the case of any goods being defective or malfunctioning you are requested to notify this to Classic Technology limited immediately (not longer than 3 days), after noticing it. Failure to do so, renders all warranties and potential claims to damages void. In the case of defective products or malfunctioning products we cannot replace the product for you. You will return the defective/malfunctioning product to us, and we will return it to the Manufacturer who will repair it. On noticing product damage the unit will be returned to the manufacturer by Classic Technology for assessment. Upon investigation, the manufacturer will decide whether or not the fault is covered under manufacturer's warranty or if it is a chargeable repair (due to misuse)If the defective product is returned by you outside the warranty period and is deemed to be a chargeable repair the repairing warranty given by the Manufacturer will apply to that specific repair only.

4.4 We have a strict "No Returns" policy. All information pertaining to the product is available on our website which enables the customer to make an

informed decision prior to purchase. We also prompt you to call us if more information is required, prior to purchase.

5. Prices

- 5.1 Only prices for equipment sold on our online store are quoted on our website. Prices for our products and services sold offline will be given in the quotation we give you.
- 5.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.
- 5.3 Prices quoted online are exclusive of vat, Vat will be calculated and added during the checkout process at the applicable current rate.
- 5.4 [It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.]
- 5.5 [Nil Delivery charges apply within the island of Ireland. , however for any international deliveries , in addition to the price of the products, you will / have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.]

6. Payments

- 6.1 You must, during the checkout process, pay the prices of the products you order.
- 6.2 Payments for any on line purchases must be made via Credit Card. We will agree payment methods with customers who contact us directly and make purchases off line.
- 6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.
- 6.4 [If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within [7 days] following the date of our written request:
 - (a) an amount equal to the amount of the charge-back;
 - (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
 - (c) an administration fee of [Eur 25.00 including VAT]; and
 - (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.4 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4.]

7. Credit accounts

- 7.1 If we agree to open a business account for you, you will be able to pay in arrears, in accordance with the provisions of this Section 7.
- 7.2 If you hold an account, then upon or following the dispatch of products, we will send to you an invoice for payment of the price of those products, and you will pay such invoice within 30 days following the date of our invoice. or per the terms as agreed with Classic Technology Limited.
- 7.3 Business accounts will be subject to such credit limits as we may notify to you from time to time.
- 7.4 If you do not pay to us any amount properly due under or in connection with these terms and conditions in full and on time, we may:
- (a) charge you interest on the overdue amount at the rate of [8% per year above the Central Bank base rate] (which interest will accrue daily until the date of payment and be compounded at the end of each calendar month); or
 - (b) claim interest and statutory compensation from you pursuant to the Late Payment of Commercial Debts (Interest) Act 1998,
- without prejudice to our other legal rights or rights under these terms and conditions.

8. Deliveries

- 8.1 Our policies and procedures relating to the delivery of products are set out [in this Section 8
- 8.2 We will arrange for the products you purchase on line to be delivered to the delivery address you specify during the checkout process.] If you are purchasing products off line on a credit account the products will be delivered to the address as per the purchase order delivery instructions.
- 8.3 Dispatch of the product/products will take place within a reasonable time for stock items. Products on back order will be dispatched in accordance with Manufacturer's lead times which may be subject to change.
- 8.4. You accept responsibility for the product from the date of delivery, and it is your responsibility to insure the product from the date of delivery.

9. Distance contracts: cancellation right

- 9.1 This Section 9 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
- 9.2 You may withdraw an offer to enter into a contract with us through our website or cancel a contract entered into with us through our website (without giving any reason for your withdrawal or cancellation) at any time within the period:
- (a) beginning upon the submission of your offer; and
 - (b) ending at the end of 14 days after the day on which the products come into your physical possession or the physical possession of a person identified by you to take possession of them (or, if the contract is for delivery of multiple products, lots or pieces of something, 14 days after the day on which the last of those products,

lots or pieces comes into your physical possession or the physical possession of a period identified by you to take possession of them).

- 9.3 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 9, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 9.4 If you cancel a contract on the basis described in this Section 9, you must send the products back to us (to [*return address*]) or hand them over to us or a person authorised by us to receive them. You must comply with your obligations referred to in this Section 9 without undue delay and in any event not later than 14 days after the day on which you inform us of your decision to cancel the contract. You must pay the direct cost of returning the products.
- 9.5 If you cancel an order in accordance with this Section 9, you will receive a full refund of the amount you paid to us in respect of the order including the costs of delivery to you, except:
- (a) if you chose a kind of delivery costing more than the least expensive kind of delivery that we offer, we reserve the right to retain the difference in cost between the kind of delivery you chose and the least expensive kind of delivery that we offer; and
 - (b) as otherwise provided in this Section 9.
- 9.6 If the value of the products returned by you is diminished by any amount as a result of the handling of those products by you beyond what is necessary to establish the nature, characteristics and functioning of the products, we may recover that amount from you up to the contract price. We may recover that amount by deducting it from any refund due to you or require you to pay that amount direct to us. Handling which goes beyond the sort of handling that might reasonably be allowed in a shop will be "beyond what is necessary to establish the nature, characteristics and functioning of the products" for these purposes.
- 9.7 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 9.8 Unless we have offered to collect the products, we will process a refund due to you as a result of a cancellation on the basis described in this Section 9 within the period of 14 days after the day on which we receive the returned products or (if earlier) after the day on which you supply to us evidence of having sent the products back. If we have not sent the products to you at the time of withdrawal or cancellation or have offered to collect the products, we will process a refund due to you without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the withdrawal or cancellation.

9.9 You will not have any right to cancel a contract as described in this Section 9 insofar you are a business and not a consumer and as the contract relates to :

10. Risk and ownership

10.1 The products you purchase from us will be at your risk from the time of delivery.

10.2 Ownership of a product that you purchase from us will pass to you upon the later of:

- (a) delivery of the product; and
- (b) receipt by us in cleared funds of all amounts due in respect of the product (including delivery charges).

10.3 Until ownership of a product has passed to you, you will possess the product as our fiduciary agent and bailee.

10.4 If you are business customer, then until ownership of a product has passed to you:

- (a) you acknowledge and accept our products are clearly identifiable by make, model and serial model . By entering into these terms and conditions you accept our products are clearly identifiable and clearly belong to us.

11. Warranties and representations

11.1 You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts;
- (b) you have full authority, power and capacity to agree to these terms and conditions;
- (c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
- (d) you will be able to take delivery of the products in accordance with these terms and conditions[and our delivery policy].

11.2 We warrant to you that:

- (a) we have the right to sell the products that you buy;
- (b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;
- (c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;
- (d) the products you buy will correspond to any description published on our website; and
- (e) the products you buy will be of satisfactory quality.
- (f) We warrant to you only that any Goods supplied by us, function in accordance with any specification provided in documentation accompanying the Goods, provided always the Goods have been used strictly in accordance with our instructions, and, without prejudice to

the generality of the foregoing, have been used correctly or installed correctly.

11.3 All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 13.1, all other warranties and representations are expressly excluded.

11.4 In the case of Products which we have not manufactured, we will extend to you the benefit of any guarantee, warranty or condition which may have been granted to the us by the supplier of the Goods and will take such steps as you may reasonably require to enforce such rights but save as aforesaid no condition or warranty is given by us in relation to such Goods that are not manufactured by us. The warranties in this clause in no way invalidate any statutory right of the customer. The unit is assessed by the manufacturer and upon investigation it may be deemed necessary to replace the unit under warranty, however, the unit may also just be repaired by the manufacturer. Either way the unit is returned to the customer in perfect working order. 12. Breach of product warranty

12.1 If you believe that products you have purchased from us breach any of the warranties set out in Section 11.2, please contact us to discuss the issue and arrangements for the return of the products.

12.2 If products you purchase from us do not conform with the warranties set out in Section 11.2, then you will be entitled to a refund of all amounts paid in respect of those products. Alternatively and subject to availability, we may agree to supply you with replacement products, in which case we will pay the cost of delivering those replacement products to you. In either case we will reimburse you for your reasonable expenses incurred in returning the products to us.

12.3 If you return a product in contravention of these terms and conditions, and you do not have any other legal right to a refund or exchange in respect of that product:

- (a) we will not refund the purchase price or exchange the product;
- (b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and
- (c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

13. Limitations and exclusions of liability

13.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;

- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.
- 13.2 The limitations and exclusions of liability set out in this Section 13 and elsewhere in these terms and conditions:
- (a) are subject to Section 13.1; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 13.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 13.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 13.5 We will not be liable to you in respect of any loss or corruption of any data, database or software [, providing that if you contract with us under these terms and conditions as a consumer, this Section 13.5 shall not apply].
- 13.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage [, providing that if you contract with us under these terms and conditions as a consumer, this Section 13.6 shall not apply].
- 13.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

14. Order cancellation

- 14.1 We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:
- (a) you fail to pay, on time and in full, any amount due to us under the contract; or
 - (b) you commit any breach of the terms of the contract.
- 14.2 If you are a business customer, we may cancel a contract under these terms and conditions by written notice to you if:

- (a) you cease to trade;
- (b) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
- (c) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
- (d) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (e) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors.

14.3 We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

15. Consequences of order cancellation

15.1 If a contract under these terms and conditions is cancelled in accordance with Section 14:

- (a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;
- (b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and
- (c) all the other provisions of these terms and conditions will cease to have effect, except that Sections 1.3, 6.4, 7.2, 7.4, 10, 13, 18, 19, 20, 21, 22 and 23 will survive termination and continue in effect indefinitely.

15.2 An order can only be cancelled by you between the time of payment and prior the dispatch of the product/products from our premises. If you cancel the order within this time frame then the amount you have paid for the product will be repaid minus the 2.5% Credit Card surcharge fee. You are still liable for this credit card charge even if you cancel the order. You cannot cancel the order subsequent to dispatch of the product .We have a strict "No Returns" policy. All information pertaining to the product is available on our website which enables the customer to make an informed decision prior to purchase. We also prompt you to call us if more information is required, prior to purchase.

16. Scope

- 16.1 These terms and conditions shall not constitute or effect any assignment or licence of any intellectual property rights.
- 16.2 These terms and conditions shall not govern the licensing of works (including software and literary works) comprised or stored in products.
- 16.3 These terms and conditions shall not govern the provision of any services by us or any third party in relation to the products (other than delivery services).

17. Variation

- 17.1 We may revise these terms and conditions from time to time by publishing a new version on our website.
- 17.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

18. Assignment

- 18.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions – providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.
- 18.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

19. No waivers

- 19.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.
- 19.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any breach of that provision or any other provision of that contract.

20. Severability

- 20.1 If a provision of a contract under these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 20.2 If any unlawful and/or unenforceable provision of a contract under these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

21. Third party rights

- 21.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 21.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

22. Entire agreement

22.1 Subject to Section 13.1, these terms and conditions [, together with [our delivery policy and our returns policy],] shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

23. Law and jurisdiction

23.1 A contract under these terms and conditions shall be governed by and construed in accordance with Irish Law and

23.2 Any disputes relating to a contract under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Ireland.

24. Statutory and regulatory disclosures

24.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

24.2 These terms and conditions are available in the English language only.

24.3 VAT number IE 8260981 O **25.**

25. Our details

25.1 This website is owned and operated by Classic Technology Limited.

25.2 We are registered in Ireland under registration number 260981 and our registered office is at Unit K2, M7 Business Park, Newhall, Naas, Co. Kildare.

25.3 Our principal place of business is at Unit K2, M7 Business Park, Newhall, Nass, Co. Kildare.

25.4 You can contact us by writing to the business address given above, by using our website contact form, by email to info@classictechnology.ie or by telephone on 045 896660.

26. Modification and acceptance of Terms and Conditions

If you are purchasing our products online you acknowledge that your use of this Site constitutes your acceptance of and agreement to abide by these Terms and Conditions. If you are purchased products and services off line by directly contacting us then you acknowledge your acceptance of these terms and conditions by placing a purchase order with us after receiving a quotation with a link to our terms and conditions included therein. These Terms and Conditions may be modified by Classic Technology Limited at any time, without prior notice, upon posting of the entire amended and restated Terms and Conditions on this Site. Your continued use of this Site, or your continuance of placing orders with us and following any such modification will constitute your acceptance of such modifications.

27. Entire Agreement Clause

These Terms and Conditions (as modified from time to time by Classic Technology Limited and accepted by you in accordance with the provisions of the preceding paragraph) constitute the entire agreement between you and Classic technology Limited with respect to your use of this Site and with respect to purchasing products and services offline and the Website Content. In any proceeding to settle a dispute between you and Classic Technology Limited regarding your use of this Site or the Content, or offline purchases of our products and services or regarding these Terms and Conditions (as modified, if applicable), a printed version of these Terms and Conditions (as modified, if applicable), to the same extent as other documents and communications originally generated or maintained in printed form and of any electronic notice given by us to you, will be admissible to the same extent as other documents and communications originally generated or maintained in printed form.

28. These terms and conditions apply to goods purchased on line by customers and goods purchased off line and directly from Classic Technology. These terms and conditions govern the relationship between Classic Technology and you when you are buying on line and offline from Classic Technology.

