

Terms & Conditions

Irish School of Golf Course Mechanics Ltd. t/a Reel-Tech Conditions Of Sale. In These Conditions "the company" means Reel-Tech.

1. All quotations are subject to confirmation in writing by the company on receipt of the order from the buyer.
2. All contracts of sale will be subject to these conditions and all terms and conditions appearing in the buyers order which are inconsistent therewith shall have no effect. Any variation of the terms and conditions of the contract as contained in these conditions and the order or acknowledgement will become binding only if confirmed in writing by the company.
3. The company will use its best endeavours to deliver all goods at the date and within the time specified in the contract but the company shall not be liable for any expense, loss or damage whatsoever suffered by the buyer as a result of the company for whatever reason not delivering at the date or within the time so specified. Should the sale be done via phone or website, the Distance Selling Regulations apply.
4. Should the availability of any of the goods at any of the company's work or the delivery thereof, whether by the company or by an independent carrier, be prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strike or lockout, industrial dispute, shortage of raw materials or fuel notwithstanding that the company has taken all reasonable steps to procure the same, breakdown or partial failure of plant or machinery, acts, orders or regulations of any Government, delay on the part of any independent sub-contractor or supplier, or any other cause whatsoever beyond the reasonable control of the company, then the time for delivery of the goods shall be extended for a reasonable period having regard to the effects of the delay caused on the availability or delivery of the goods. If the availability or delivery of the goods is still prevented or hindered at the end of that period, the company may cancel any deliveries not made.
5. Any complaints with regard to shortages, damage, etc. must be made to the company within seven days of the date of invoice on which the goods are charged. If the buyer should allege that the goods or any part thereof are not in accordance with the contract, the buyer shall give notice in writing to the company immediately giving particulars of the shortage, damage, etc. alleged and shall afford to the company or to the company's agents facilities to inspect the goods and investigate the complaint before the goods are used, processed, sold or otherwise dealt with. Provided that the buyer shall have complied with this condition and if the goods or any part thereof are proved not to be in accordance with the contract or specification, then the company will accept the rejection of the relevant goods and replace the goods within a reasonable time. The buyer shall not in any case return any goods to the company unless the company has agreed in writing to their return. The company reserves the right to apply a handling charge to any goods returned for credit. Such complaints should be made out to barry@reeltech.ie or sent to Reel-Tech, 11 Oakridge Crescent Dunboyne, Co. Meath, Ireland.
6. Should the customer cancel the order or the company agree to a refund, the customer is required to bear all shipping costs to and from the given customer delivery address including the cost of packaging and palletising. If external shipping is used the company will provide invoice copies. The Company shall only agree to a refund if the goods returned are unopened and in their original packaging.
7. The prices charged by the company have been calculated with regard to the company's costs and potential liabilities in the event of difficulties arising later. In order to supply goods at the keenest possible prices the company must limit its liability. Accordingly, (a) The company shall not be liable for any loss of profit, damage to plant, or for any expenditure incurred on goods supplied or any consequential or special loss or damage sustained by the buyer by reason of any breach of contract by the company. (b) A Condition, warranty or statement as to the quality of the goods or their fitness for any purpose whether express or implied by statute, custom of the trade or otherwise is hereby excluded unless given expressly in writing by the company.
8. (a) Payment shall be made at the time specified. The amount of the price to be paid is that specified in the face of the contract or calculated in accordance with the formula there specified. That amount shall not be subject to any discount or deduction or set-off whatsoever except as agreed in writing by the company. The company shall be entitled to charge interest on all overdue payments at the rate of 2% per month. (b) Where the company's quotations are based on prices quoted from non-euro areas, they will be subject to revision up or down if any different rate of exchange is ruling on date of delivery.
9. Each partial delivery or instalment of the goods shall be deemed to be sold under a separate contract and no default by the company in respect in any part of any delivery of instalment shall entitle the buyer to treat the contract as repudiated in regard to any balance or instalment delivered or deliverable.
10. The company shall be entitled without prejudice to its other rights or remedies either to terminate wholly or partly every supply contract between itself and the buyer or to suspend any further deliveries under any or every such contract if: (a) any debt is overdue and unpaid by the buyer to the company, or (b) the buyer has failed to provide a letter of credit, bill of exchange or any other security required by the contract, or (c) the buyer has rejected, returned or failed to take delivery of any goods tendered by the company otherwise than in accordance with the buyers contractual rights, or (d) the buyers being a body corporate becomes insolvent or passes a resolution or suffers an order of any court to be made for its winding up, or has a receiver appointed over its property (or carries out or undergoes any analogous act or proceedings under foreign law) or being an individual or partnership becomes insolvent or suspends payment in whole or in part or proposes or enters into any composition or arrangement with his or their creditors or has a receiving order in bankruptcy made against him or them or carries out or undergoes any analogous act or proceedings under any foreign law. The company shall be entitled to exercise its aforesaid right of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied.
11. The buyer shall not be entitled to withhold payment of any amount payable under any contract because of any disputed claim of the buyer nor shall the buyer be entitled to set-off against any amount payable to the company any monies which are not presently payable by the company to the buyer of the amount of any claim for which the company disputes liability.
12. (a) The property in the goods shall not pass to the buyer and the buyer shall keep the goods as bailee and trustee for the company (returning the same to the company upon request) until the price of the goods shall have been wholly paid and until any other sums whatsoever which are due from the buyer to the company howsoever shall have been paid in full without any reduction or deferment on account of any dispute or cross-claim whatsoever. (b) Notwithstanding sub-clause (a) here of the buyer shall be entitled to sell the goods to third parties in the normal course of the buyer's business and to deliver them to such third parties but the proceeds of any such sale shall whenever and for so long as any sum whatsoever is due from the buyer to the company be held on trust for the company and the buyer shall pay into a separate bank account, to be designated "Reel-tech, trust account", any sums received from third parties in respect of sales to them by the buyer of goods or products supplied by the company up to the amount of indebtedness of the buyer to the company for the sole benefit of the company. (c) In the event of the buyer's insolvency or in the event of the appointment of a receiver or liquidator the buyer or such receiver or liquidator shall no longer be in possession of any goods supplied by the company with the company's consent and shall forthwith return and procure the return of all such goods to the company. Thereafter the buyer and any and every such receiver or liquidator shall procure that the proceeds of sale of any goods previously sold by the buyer but later received by the buyer or such receiver or liquidator shall be paid over immediately to the company. (d) Notwithstanding the foregoing provisions of this condition the risk in the goods shall pass to the buyer upon delivery of the same and the signature of any employee of the buyer, or of any person who may at any time be upon the premises of the buyer or at any place to which delivery is directed by the buyer and who shall be apparently entitled to sign a delivery docket, on the delivery docket shall be conclusive evidence of such delivery.
13. The company shall have a general lien against the buyer's goods for all sums of whatsoever nature due on any account to the company. Such lien may be exercised by selling the goods by public auction or by private treaty and the lien shall cover the cost of exercising the same and of storing or selling any such goods.
14. These conditions of sale shall be construed in accordance with the Laws of Ireland.
15. The Courts of Ireland shall have exclusive jurisdiction to determine any disputes that may arise between the company and the buyer.