Terms & Conditions

Chanelle Pharma group, with various subsidiaries, headquartered in Ireland and having its registered office at Dublin Road, Loughrea, Co Galway, Ireland.

1. INTERPRETATION

1.1. "Conditions" means the terms and conditions set out herein.

1.2. "Contract" means the contract between Chanelle and the Purchaser for the sale and purchase of the Goods in accordance with these Conditions.

1.3. "Goods" means the products supplied by Chanelle to the Purchaser.

1.4. "Purchaser" means the person, company, firm or other legal entity who purchases Goods from Chanelle.

1.5. "Chanelle" means the Chanelle Group company set out in the relevant order acknowledgement.

1.6 "Chanelle Group" means Chanelle Holdco 3 Ltd, a limited liability company incorporated in Ireland with company number 720144 and having its registered office at IDA Industrial Estate, Dublin Rd, Loughrea, Co Galway and any subsidiaries from time to time incorporated ("subsidiary" being defined in section 1159 of the Companies Act 2006).

1.7. These Conditions represent the entire agreement between the Purchaser and Chanelle in relation to the Contract to the exclusion of all other terms and conditions which the Purchaser may seek to impose upon Chanelle

2. DESCRIPTION OF GOODS

2.1. All dimensions and volumes given in any literature, website or brochures are approximate, and descriptions of colours are for guidance only and may be subject to alteration.

2.2. Any advice or opinion given by Chanelle, or any recommendations made should not be relied upon without obtaining independent specialist advice. The Purchaser must satisfy itself as to the suitability of any Goods purchased for their intended or actual use, and as to all aspects of health and safety, and upon submitting an order, the Purchaser shall be deemed to have done so.

2.3. Chanelle reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statutory or EU requirement, or where the Goods are to be supplied to the Purchaser's specification, which do not materially affect their quality or performance.

3. PRICE AND PAYMENT

3.1. Prices are correct at the time of printing but are subject to alteration without notice.

3.2. All prices quoted in the order are exclusive of VAT unless otherwise stated.

3.3 Payment for the Goods shall be made in full to Chanelle no later than 30 days net from the date of the invoice issued by Chanelle (the 'Due Date'). Notwithstanding the foregoing,

any order with a value below EUR 5,000 where the total value of orders received from the Purchaser in the preceding 12 months does not exceed EUR 50,000 shall be subject to payment in advance, unless otherwise agreed in writing by Chanelle.

3.4. Time for payment shall be of the essence.

3.5. If the Purchaser fails to make payment in full by the Due Date then, without prejudice to any other right or remedy available to Chanelle, Chanelle shall be entitled to:-

a) withdraw any credit facilities, terminate the Contract and / or suspend any further performance under the Contract, including deliveries, to the Purchaser;

b) charge the Purchaser interest from the Due Date on the amount unpaid at the Due Date at the rate prescribed under the European Communities (Late Payment in Commercial Transactions) Regulations 2012, which is currently the European Central Bank main refinancing rate plus 8 per cent per annum, until payment is made in full

c) initiate legal proceedings against the Purchaser if it does not make payment in full following a seven day demand letter to recover the total sums due, including accruing interest and legal fees;

3.6. Unless otherwise agreed, all goods are invoiceable once made available, including under EXW and FCA terms (Incoterms 2020). Where delivery terms have not been expressly agreed, goods shall be deemed sold on an EXW (Ex Works) basis and will be invoiceable from the date they are made available to the Purchaser at the agreed location. If the Purchaser fails to collect the goods within seven (7) days of being notified of their availability, the Company reserves the right to charge storage fees at a rate of 8% per annum above the European Central Bank base rate, accruing daily until collection occurs.

4. CANCELLATION

4.1. Subject to the sole discretion of Chanelle, the Purchaser may not cancel, defer or amend an order for Goods once Chanelle has acknowledged the order orally or in writing.

4.2. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Chanelle to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

4.3. Chanelle reserves the right to terminate the Contract with immediate effect and without any liability to the Purchaser if the Purchaser makes a voluntary arrangement with its creditors, becomes bankrupt, becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or Chanelle reasonably believes that any of the foregoing events are about to occur.

4.4. Chanelle reserves the right to defer the date of delivery or to cancel the Contract without liability if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, any act of God, war, terrorism, industrial action, fire, flood or explosion.

5. DELIVERY

5.1. Delivery of the Goods shall be to the delivery address given by the Purchaser on the application for credit form, unless otherwise specified.

5.2. Delivery rates will be charged at Chanelle's discretion. Any dates specified by Chanelle for delivery of the Goods are intended to be an estimate only. Time for delivery is not of the essence. If no date is specified then delivery will be within a reasonable time.

5.3. The Purchaser must take delivery of the Goods on the date specified by Chanelle. In the event of the Purchaser arranging collection of the Goods, the Purchaser shall collect the Goods within 7 days of Chanelle giving notice that the Goods are ready for collection.

5.4. If the Purchaser fails to take delivery on the specified date or fails to collect the Goods within 7 days then Chanelle may charge a storage fee for holding the Goods until collection or delivery.

5.5. If Chanelle delivers to the Purchaser a quantity of Goods of up to 10% more or less than the quantity ordered by the Purchaser, the Purchaser shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such Goods at the pro rata rate.

5.6. Chanelle shall not be liable for any damage to the Goods unless:

a) the Purchaser has given written notice of the defect to Chanelle, and (if the defect is as a result of damage in transit) to the carrier, within 3 days of the date of delivery; and

b) Chanelle is given a reasonable opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them.

5.7. Chanelle shall not be liable for damage if:-

a) the Purchaser makes any further use of the Goods after giving Chanelle notice of a defect; or

b) the defect arises because the Purchaser failed to follow Chanelle's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practices; or

c) the Purchaser alters or repairs such Goods without the written consent of Chanelle.

5.8. Subject to clauses 5.6 and 5.7, if the Goods are not of satisfactory quality, Chanelle shall at its option repair or replace such Goods or refund the price of such Goods at the pro rata rate provided that, if Chanelle so requests the Purchaser shall return the Goods to Chanelle.

5.9. If the Goods have been ordered by the Purchaser to a particular specification of the Purchaser's then the Purchaser shall be responsible for the specification and shall not be entitled to reject the Goods unless the same are damaged or do not comply with the Purchaser's specification.

6. TITLE AND RISK

6.1. The Goods are at the risk of the Purchaser from the time of delivery or at time of collection by the Purchaser.

6.2. Ownership of the Goods shall not pass to the Purchaser until Chanelle has received in full (in cash or cleared funds) all sums due to Chanelle in respect of:

a) the Goods; and

b) any other sums which are or which become due to Chanelle.

6.3. Until ownership of the Goods has passed to the Purchaser, the Purchaser must:-

a) hold the Goods in trust for Chanelle;

b) store the Goods (at no cost to Chanelle) separately from all other goods of the Purchaser or any third party in such a way that they remain readily identifiable as Chanelle's property;

c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

d) maintain the Goods in a satisfactory condition and keep them insured on Chanelle's behalf (at no cost to Chanelle) for their full price against all risks to the reasonable satisfaction of Chanelle. On request, the Purchaser shall produce the policy of insurance to Chanelle.

6.4. The Purchaser hereby grants Chanelle, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them and repossess them.

6.5. If Chanelle repossesses the Goods:-

a) any amount received by Chanelle when it then sells the Goods shall be retained by it. If Chanelle sells the Goods for less than the amount owed, the Purchaser shall still owe the difference between the amount obtained in selling the Goods and the amount owed;

b) the Purchaser shall also be liable to Chanelle for all costs, charges and expenses (including legal costs) incurred by it in the sale and repossession of the Goods; and

c) the Purchaser does not have a right to return the Goods instead of paying the outstanding amount. However, Chanelle may agree in certain circumstances to the return of the Goods rather than pursuing the Purchaser for payment. If Chanelle do accept the return of the Goods, the Purchaser shall be liable to Chanelle for the expenses incurred by it.

7. LIABILITY

7.1. Chanelle's total liability in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Goods shall be limited to the price of the Goods.

7.2. Chanelle shall not be liable to the Purchaser for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Goods.

7.3. Nothing in these Conditions seeks to exclude or limit the liability of Chanelle for death or personal injury caused by Chanelle's negligence or fraudulent misrepresentation.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. The Purchaser grants Chanelle a non-exclusive license to use the copyright, registered design and/or design right ("IPR") in any design provided to Chanelle to manufacture, process or decorate the Goods.

8.2. The Purchaser warrants that:-

a) it owns the IPR in the Goods free from any claims or encumbrances and is entitled to grant the rights granted under these Conditions; and

b) the IPR does not infringe the statutory or common law rights of any third parties.

8.3. The Purchaser shall indemnify Chanelle against all and any loss, damages or costs sustained by Chanelle arising out of any breach by the Purchaser of any of its warranties under these Conditions and, at the request of Chanelle, it shall provide all reasonable assistance to enable Chanelle to resist any claim, action or proceedings brought against Chanelle as a consequence of that breach.

9. Purchasing

9.1 Payment Clock.

a) Unless otherwise agreed in writing, all invoices shall be payable in arrears in accordance with the Company's monthly payment run schedule.

b) Payment terms begin at the later of invoice date; goods receipt date or invoice receipt date.

9.2 Payment terms. Unless otherwise agreed in writing, the standard payment terms are sixty (60) days from the later of invoice date; goods receipt date or invoice receipt date. If the due date falls on a Saturday, Sunday or a public holiday, the due date shall be extended to the next following working day.

10. Inventory (Reclaim cancellations)

In the event of order cancellation, the Customer shall remain liable for the costs of packaging and materials incurred up to the point of cancellation. Where cancellation occurs within two (2) weeks of the scheduled delivery date and production cannot reasonably be replaced with another order, the Customer shall also be liable for production downtime costs. Maximum cost of down time is EUR 500 per shift for a maximum of 3 shifts per day and a maximum of 2 days.

GENERAL

11.1. These Conditions are governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish Courts.

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