

PS Patton Interiors Limited- Terms & Conditions of Trade

1 Definitions / Interpretations

- 1.1 "Interior Designers" shall mean PS Patton Interiors limited its successors and assigns or any person acting on behalf of and with the authority of PS Patton Interiors limited.
- 1.2 "Client" shall mean the person or entity described as such on the invoices, application for credit, quotation, work authorisation or any other forms to which these terms and conditions apply, and shall mean any person acting on behalf of and with the authority of such person or entity.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Goods and Services" shall mean all Goods and Services supplied by the Interior Designers to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods).
- 1.5 "Price" shall mean the cost of the Goods and Services as agreed between the Interior Designers and the Client subject to clause 3 of this contract.

2 Acceptance

- 2.1 Any instructions received by the Interior Designers from the Client for the supply of Goods and Services and/or the Client's acceptance of Goods and Services supplied by the Interior Designers shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be amended with the written consent of the Interior Designers.
- 2.4 The Client undertakes to give the Interior Designers at least fourteen (14) days notice of any change in the Client's name, address and/or any other change in the Client's details.
- 2.5 Any dispute between the Interior Designers and the Client as to whether any Goods and Services are not in compliance with the Contract shall be referred to arbitration in accordance with 18.5

3 Price And Payment

- 3.1 At the Interior Designers sole discretion the Price shall be as indicated on invoices provided by the Interior Designers to the Client in respect of Goods and Services supplied.
- 3.2 At the Interior Designers sole discretion a deposit may be required.
- 3.3 Time for payment for the Goods and Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due fifteen (15) days following the date of the invoice.
- 3.4 At the Interior Designers sole discretion payment shall be made by instalments in accordance with the Interior Designers payment schedule.
- 3.5 If the Client requires and the Interior Designers agree to deliver the Goods and Services to a place other than that specified in the Contract the Client shall pay the Interior Designers any additional costs reasonably incurred by the Interior Designers.
- 3.8 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and the Interior Designers.
- 3.9 VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4 Delivery Of Goods and Services

- 4.1 At the Interior Designers sole discretion delivery of the Goods and Services shall take place when the Client takes possession of the Goods and Services at the Client's address.
- 4.2 The Client shall make all arrangements necessary to take delivery of the Goods and Services whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods and Services as arranged then the Interior Designers shall be entitled to charge a reasonable fee for redelivery.
- 4.3 Delivery of the Goods and Services to a third party nominated

- 4.4 by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- 4.4 The Interior Designers may deliver the Goods and Services by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.5 The failure of the Interior Designers to deliver shall not entitle either party to treat this contract as repudiated.
- 4.6 The Interior Designers shall not be liable to the Client nor be deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any of the Interior Designers obligations under these Conditions, if such delay or failure is due to any cause beyond the Interior Designers reasonable control. Without prejudice to, and notwithstanding the foregoing, the Interior Designers shall not in any circumstances be liable to the Client for such (if any) consequential or indirect loss or damage as may be sustained by the Client consequent on such delay in performing, or failure to perform, any of the Interior Designers obligations under these Conditions.

5 Title

- 5.1 It is the intention of the Interior Designers and agreed by the Client that ownership of the Goods and Services shall not pass until:
 - (a) the Client has paid all amounts owing for the particular Goods and Services, and
 - (b) the Client has met all other obligations due by the Client to the Interior Designers in respect of all contracts between the Interior Designers and the Client.
- 5.2 Until then the Client acknowledges that the Interior Designers remain the equitable and legal owners and that the Client is in possession of those Goods and Services as the Interior Designers bailee.
- 5.3 Notwithstanding that the title to the Goods and Services supplied shall not pass to the Client, except in the manner provided at 5.1, the Goods and Services shall be at the risk of the Client from the time of collection by the Client or delivery to the Client of such Goods and Services.
- 5.4 Receipt by the Interior Designers of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Interior Designers ownership or rights in respect of the Goods and Services shall continue.
- 5.5 It is further agreed that:
 - (a) where practicable the Goods and Services shall be kept separate and identifiable until the Interior Designers shall have received payment and all other obligations of the Client are met; and
 - (b) until such time as ownership of the Goods and Services shall pass from the Interior Designers to the Client the Interior Designers may give notice in writing to the Client to return the Goods and Services or any of them to the Interior Designers. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods and Services shall cease; and
 - (c) if the Client fails to return the Goods and Services to the Interior Designers then the Interior Designers or the Interior Designers agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Goods and Services are situated and take possession of the Goods and Services.
- 5.6 The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods and Services which remain the property of the Interior Designers, but if the Client does so all moneys owing by the Client to the Interior Designers in respect of the Goods and Services shall (without prejudice to any other right of the Interior Designers) forthwith become due and payable.
- 5.7 The Interior Designers shall be entitled to maintain an action for the price of any Goods and Services notwithstanding that title to them has not passed to the Client and it shall not be a defence to such an action that title has not so passed.
- 6 **Client's Disclaimer**
- 6.1 The Client hereby disclaims any right to rescind, or cancel the

contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by the Interior Designers and the Client acknowledges that the Goods and Services are bought relying solely upon the Client's skill and judgment.

7 Defects

7.1 The Client shall inspect the Goods and Services on delivery and shall within seven (7) days notify the Interior Designers of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Interior Designers an opportunity to inspect the Goods and Services within a reasonable time following delivery if the Client believes the Goods and Services are defective in any way. If the Client shall fail to comply with these provisions the Goods and Services shall be presumed to be free from any defect or damage. For defective Goods and Services, which the Interior Designers has agreed in writing that the Client is entitled to reject, the Interior Designers liability is limited to either (at the Interior Designers discretion) replacing the Goods and Services or repairing the Goods and Services.

7.2 No Goods and Services shall be accepted for return except in accordance with 7.1 above.

8 Warranty

8.1 Subject to the conditions set out below the Interior Designers warrant that the Goods and Services supplied will at the time of delivery correspond with their specification and will be free from defects in material and workmanship.

8.2 The foregoing warranty is given by the Interior Designers subject to the following conditions:

- (a) the Interior Designers shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Client;
- (b) the Interior Designers shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Interior Designer's instructions (whether oral or in writing), or from mis-use or alteration or repair of the Goods or services without the Interior Designer's approval;
- (c) the Interior Designer's shall be under no liability in respect of such warranty (or any other warranty, condition or guarantee) if the total price of the Goods or Services has not been paid by the due date.

8.3 To the extent permitted by statute, no warranty is given by the Interior Designers as to the quality or suitability of the Goods and Services provided directly by the Interior Designers to the Client, for any purpose and any implied warranty is expressly excluded. The Interior Designers shall not be responsible for any loss or damage to the Goods and Services, or caused by the Goods and Services, or any part thereof however arising.

8.4 No warranty is given by the Interior Designers as to the quality or suitability of Goods and Services specified by the Interior Designers but which are not provided by the Interior Designers. Nor shall any liability whatsoever be imposed on the Interior Designers for any loss or damage to Goods and Services, or any part thereof however arising where such Goods and Services have been specified by the Interior Designers but not directly provided by the Interior Designers.

8.5 Notwithstanding the foregoing the Interior Designers shall in no circumstances be liable for consequential or indirect loss or damage of any kind arising from or in consequence of the supply by the Interior Designers of the Goods and Services or the use of the Interior Designers Goods and Services save and insofar as exclusion from liability therefore is expressly forbidden by statute.

9. Sale of Goods and Supply of Goods and Services Act 1980

9.1 This agreement is subject to the provisions of the Sale of Goods and Supply of Goods and Services Act 1980 in all cases except where the Client is contracting within the terms of a trade/business (which cases are specifically excluded).

9.2 Notwithstanding clause 9.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Goods and Supply of Goods and Services Act 1980, or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts laws or legislation.

9.3 In particular where the Client buys Goods and Services as a consumer the provisions of Clauses 7 and 8 above shall be subject to any laws or legislation governing the rights of consumers.

10 Intellectual Property

10.1 Where the Interior Designers has designed, drawn or written Goods and Services for the Client, then the copyright in those designs and drawings shall remain vested in the Interior Designers.

10.2 No design or drawing shall be copied reproduced or used by the Client, nor shall the Client cause the design or drawing to be copied reproduced or used by a Third Party without the express authorisation of the Interior Designers.

10.3 Such express authorisation of the Interior Designers shall be at the Interior Designers discretion.

11 Default & Consequences Of Default

11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.

11.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Interior Designers from and against all costs and disbursements incurred by the Interior Designers in pursuing the debt including legal costs on a solicitor and own client basis and the Interior Designers collection agency costs.

11.3 Without prejudice to any other remedies the Interior Designers may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Interior Designers may suspend or terminate the supply of Goods and Services to the Client and any of its other obligations under the terms and conditions. The Interior Designers will not be liable to the Client for any loss or damage the Client suffers because the Interior Designers exercised its rights under this clause.

11.4 If any account remains overdue after thirty (30) days then an amount of the greater of €20.00 or 10.00% of the amount overdue (up to a maximum of €200) shall be levied for administration fees which sum shall become immediately due and payable.

11.5 Without prejudice to the Interior Designers other remedies at law the Interior Designers shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Interior Designers shall, whether or not due for payment, become immediately payable in the event that:

- (a) any money payable to the Interior Designers becomes overdue, or in the Interior Designers opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

11.6 If the Client fails to pay the whole of the said sum outstanding the Interior Designers shall be entitled to re-delivery of such Goods and Services as have been delivered or supplied to the Client under this or any other contract and shall also be entitled to re-delivery, upon the earliest appointment of any of those persons mentioned at part (c) above, of the whole or any part of the Client's property or assets of the passing of a resolution of the making of an order to wind up the Client, or the bankruptcy of the Client.

12 Client's Responsibility

12.1 The Client is obliged to, as necessary:

- (a) supply a sufficiently detailed brief to enable the Interior Designers to develop the plans and define all the relevant components; and
- (b) provide, as required, all relevant legal documentation; and
- (c) supply all necessary technical data including, but not limited to,:

- (i) existing floor plans; and
- (ii) party wall details.

(d) provide the Interior Designers with necessary access to existing buildings where required.

- 12.2 If an external consultant is engaged in a project the client shall notify the Interior Designers of that consultants contact details. The client shall be solely responsible for disbursing and consultants fees unless otherwise agreed between both parties in writing. This list of consultants could include but not limited to; Architects, MEP Engineers, Structural Engineers, Lighting Engineers, Fire consultants, Quantity Surveyors, Landscape consultants.
- 12.3 The Interior Designers and the Client may agree to vary, add or delete parts of the work comprising the Goods and Services. The provisions of this agreement shall apply to all such variations and additions.
- 14 Dimensions, Plans and Specifications**
- 14.1 All customary building industry tolerances shall apply to the dimensions and measurements of the Services unless the Interior Designers and the Client agree otherwise in writing.
- 14.2 The Interior Designers shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client
- 14.3 If the giving of an estimate or quotation for the supply of Goods and Services involves the Interior Designers estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of the Interior Designers estimated measurements and quantities, before the Client places an order based on such estimate or accept such quotation.
- 14.4 Should the Client require any changes to the Interior Designers estimated measurements and quantities, the Client shall request such changes in writing, in the case of an estimate before placing an order based on that estimate and in the case of a quotation before acceptance of that quotation.
- 15 Security And Charge**
- 15.1 Despite anything to the contrary contained herein or any other rights which the Interior Designers may have howsoever:
- (a) where the Client and/or the Guarantor (if any) is the owner of building, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Interior Designers or the Interior Designers nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Interior Designers (or the Interior Designers nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) Should the Interior Designers elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Interior Designers from and against all the Interior Designers costs and disbursements including legal costs on a solicitor and own client basis.
- (c) The Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Interior Designers or the Interior Designers nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 15.1.
- 16 Cancellation**
- 16.1 The Interior Designers may cancel these terms and conditions or cancel delivery of Goods and Services at any time before the Goods and Services are delivered by giving written notice. On giving such notice the Interior Designers shall repay to the Client any sums paid in respect of the Price. The Interior Designers shall not be liable for any loss or damage whatever arising from such cancellation.
- 16.2 In the event that the Client cancels delivery of Goods and Services the Client shall be liable for any loss incurred by the Interior Designers (including, but not limited to, any loss of profits) up to the time of cancellation.
- 17 Data Protection Act 1988 & Data Protection Act 2003**
- 17.1 The Client and the Guarantor/s (if separate to the Client) authorises the Interior Designers to:
- (a) collect, retain and use any information about the Client, for the purpose of assessing the Client's creditworthiness or marketing products and Goods and Services to the Client; and
- (b) to disclose information about the Client, whether collected by the Interior Designers from the Client directly or obtained by the Interior Designers from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing (whether before or after judgement) a default by the Client on publicly accessible credit reporting databases.
- 17.2 Where the Client is an individual the authorities under (clause 17.1) are authorities or consents for the purposes of the Data Protection Act 1988 & Data Protection Act 2003.
- 17.3 The Client shall have the right to request the Interior Designers for a copy of the information about the Client retained by the Interior Designers and the right to request the Interior Designers to correct any incorrect information about the Client held by the Interior Designers.
- 18 General**
- 18.1 The Client indemnifies the Interior Designers against all claims, demands, damages, penalties, costs and expenses and other liabilities for which the Interior Designers may become liable by reason of:
- (a) the infringement or alleged infringement of any patent design or trademark or other industrial or other intellectual property rights arising as a result of compliance by the Interior Designers with the Client's specifications, or any act, omission or negligence of the Client, its servants, agents, employees or sub-contractors.
- 18.2 Each clause of this contract is severable and distinct from the others. If any provision of these terms and conditions is or becomes invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 18.3 Deletion of any condition, conditions or part of the same by written agreement of the Interior Designers and the Client does not invalidate the remaining conditions.
- 18.4 These terms and conditions and any contract to which they apply shall be governed by the laws of Ireland and are subject to the jurisdiction of the courts of Ireland.
- 18.5 The Interior Designers and the Client agree that any dispute under or arising out of the Contract shall be referred to a single arbitrator to be agreed between the Interior Designers and the Client or in default of agreement, appointed by the President for the time being of the Law Society of Ireland or in the event of his being unwilling or unable to do so by the next senior officer of the Society who is willing and able to make the appointment provided always that these provisions shall apply also to the appointment (whether by agreement or otherwise) of any replacement arbitrator where the original arbitrator (or any replacement) has been removed by order of the High Court, or refuses to act, or is incapable of acting or dies.
- 18.6 The Interior Designers shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Interior Designers of these terms and conditions.
- 18.7 In the event of any breach of this contract by the Interior Designers the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Interior Designers exceed the Price of the Goods and Services.
- 18.8 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Interior Designers.
- 18.9 The Interior Designers may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 18.10 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 18.11 The Contract is enforceable by the Interior Designers and the Client and by their successors in title and permitted assignees.