

Accounts Office:

Newcastle Road
Lucan
Co. Dublin.
K78 X660

reception@goodwins.ie

www.goodwins.ie

Drawdown Account Facility with Goodwins Build & DIY Products.

Customers wishing to setup a Drawdown Account with Goodwins proceed as follows:

- (1) Complete the attached Account Setup Form
- (2) Drawdown / Top Up account.
Top up this account (minimum €500) by bank transfer or by cash/card payment at the counter.
Once In-Funds, purchases can be made at both trade counters.
Account access via www.goodwins.ie to view account history.
- (3) Transfer Funds to our AIB Bank Lucan branch & advise us of the transfer:
Account Goodwin's Lucan Ltd.
IBAN: IE44 AIBK 9335 6208 0035 45
BIC (Swift Code): AIBK IE 2D
- (4) NOTE: Credit Accounts are Not Offered at this time.

NOTES:

- Invoices are issued at point of sale, to your staff member and emailed to contact on account.
- An admin charge may apply if our office is required to issue copy documentation.
- We accept no liability for unavailability of POD. Your staff member needs to safely retain POD documentation for your records.
- We do not carry our checks on the identity of persons purchasing on your account and accept no liability for misuse. If you wish to operate a security checking system, please discuss with us.
- For additional terms and conditions see attached sheet.

**GOODWINS BUILD & DIY PRODUCTS
DRAWDOWN ACCOUNT SETUP FORM**

For immediate account processing please complete and return the completed original form.

Individual Name:

Full Company Name:

Address:

Telephone/Mobile:

Email:

Expected Monthly Expenditure: €

NOTE :

It is the Account Holder's responsibility to ensure a Positive € Balance is kept at all times in the Account

ACCOUNT INFORMATION:

24 hour Self-Managed Account. Online access available to view account transactions.

Admin charge may apply if our office is required to issue copies.

We accept no liability for unavailability of POD.

Your staff member needs to safely retain POD documentation for your records.

We do not carry our checks on the identity of persons purchasing on your account and accept no liability for misuse.

I HAVE READ AND ACCEPT THE TERMS & CONDITIONS

Signature and Position of Applicant:

NAME IN BLOCK CAPITALS:

Office Use Only :

Name and Address entered

Account Confirmation

date sent

Goodwins Build & DIY Products – Conditions of Sale

GENERAL These conditions shall form part of all Contracts for the supply of goods by Goodwins Build & DIY Products, a trading name of Goodwin's Lucan Ltd, (hereinafter called 'the company') to any other person, firm or company (hereinafter called 'the customer') and shall prevail over any inconsistent terms of conditions contained or referred to in the Customer's Order or in any correspondence or elsewhere and all or any conditions or stipulations contrary to these are hereby excluded and extinguished. No Employee has authority to vary or add to or depart from these terms or make any representations about the goods or the contract made herein. Any failure by the Company to enforce any or all of the conditions above or below shall not be construed as a waiver of any of the Company's rights hereunder. Should any term of this contract be held invalid, such invalidation shall not affect the validity of the remaining terms. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company. Heading in these conditions are for reference purposes only and should not affect the interpretation of the conditions.

QUOTATIONS & ORDERS Quotations by the Company shall not constitute offers by the Company to supply goods or carry out the work referred to therein, and no order placed in response to a quotation will be binding unless accepted by the Company in writing. All such acceptances by the Company are subject to availability of the necessary materials and to the Company being able to obtain any necessary authorisation and/or licenses and to the same remaining valid. All Orders are accepted by the Company subject to prior sale and prices of the goods shall be those ruling at the date of delivery. Any Value Added Tax payable in respect of the goods supplied under these conditions will be borne by the customer. If the Company suffers any increased costs by virtue of a variation in the rates of exchange the contract price of the undelivered goods hereunder shall be renegotiated by the Company and the Customer.

SUPPLY The time, if any, specified for the commencement and completion of the supply and delivery of the goods shall be deemed to be variable if delays are occasioned by force majeure, strikes, lock-out, accidents or any reason whatsoever, and such times, if specified, are approximate only and not of contractual effect. Time of delivery is not of the essence of the contract nor shall the Company be under any liability in respect of any delay in delivery.

PAYMENT Unless otherwise agreed in writing payments of sums due to the Company shall be at the time of order. Payment of any amount due is a condition precedent for starting deliveries. The Company shall have the right to terminate any contract when payment is in arrears. The costs and losses of the Company resulting from withholding deliveries of goods due to non-payment by the Customer shall be borne by the Customer. Notwithstanding the provisions of this condition, if the Company shall deliver goods to the customer at a time when payment of any instalment is due, this shall be done without prejudice to the Company's rights under this condition and all other conditions of sale. The Company shall charge the Customer interest as enabled by law and such charges shall start to accrue as soon as any money is overdue for payment by the Customer to the Company. The Customer shall be liable for all costs incurred in the collection of any overdue monies.

RETENTION OF TITLE The ownership of all goods sold by the Company to the Customer shall remain in the Company. The goods supplied shall be at the risk of the Customer from the time of collection by the Customer or delivery to the Customer as the case may be. The goods shall remain the sole and absolute property of the company until such time as the Customer shall have paid the Company the agreed price together with the full price of any other goods, the subject of any other contract between the Company and the Customer. The Customer shall store the goods so as clearly to show them to be the property of the Company. The Customer acknowledges that he is in possession of the goods solely as bailee for the Company until such time as the full price thereof is paid to the Company together with the full price of any other goods, the subject of any other contract between the Company and the Customer. Hold the goods and all monies received from any sub sales thereof as Bailee and Trustee respectively for the Company PROVIDED THAT nothing herein shall constitute the Customer the agent of the Company for the purpose of any such sub-sale. The Customer's rights to possession of the goods shall cease in the event that the customer being an individual is declared bankrupt, the Customer being a company in the event of the appointment of a Receiver, Liquidator, Examiner or any other person under the jurisdiction of the courts. In this regard, the Customer shall not do anything that would entitle the assignee in bankruptcy, a Receiver, a Liquidator, an Examiner or other such person to take possession of the goods. On account of the fact that risk for the goods passes to the customer at the point of delivery, the Customer should therefore be insured against such risk accordingly. Furthermore, it is hereby agreed that if the said goods or any part thereof supplied hereunder in any way whatsoever become a constituent of any other article or other articles the Company shall be given the ownership of this or these articles as surety for the full payment of what the customer owes to the Company. At the request of the Company the Customer shall furnish the Company with the names and addresses of debtors, sub-purchasers and all appropriate particulars thereof, so as to enable the Company to recover sums owing from such sub-purchasers directly. The Company shall be entitled to repossess any goods sold to the Customer in respect of which payment is overdue and there after to resell the same. For this purpose, the Customer HEREBY GRANTS an irrevocable right and licence to the Company through its servants and agents to enter with or without vehicles on all or any premises of the Customer on which such goods may be.

LIABILITY Goods invoiced or supplied are not tested or sold as fit for any particular purpose and any term, warranty or condition express or implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Company's liability (in contract tort or otherwise) to the Customer arising under, out of or in connection with this contract of the goods supplied hereunder exceed the invoice price of the particular goods or section of goods concerned. All terms (express or implied) relating to the quality of goods are warranties only the breach of which gives no right to reject the goods or repudiate the contract in any circumstances whatsoever. Notice of any claim arising out or in connection with this contract must be given in writing to the Company within seven days from the date when the goods are to be collected or delivered failing which all claims shall be deemed to be waived and absolutely barred. In any event, the Company shall be under no liability for shortage or damage unless within three days of delivery the Customer gives written notice of claim to the carrier otherwise than upon consignment note or delivery document and the Company shall be under no liability whatsoever unless the Customer can prove to the Company's satisfaction the identity of the goods complained of.

FORCE MAJEURS Should the Company be delayed in or prevented from carrying out its obligations under the Contract by Act of God or riot, strike, lock outs, trade disputes or any other labour disturbances, fire, flood, difficulty in obtaining workmen, materials or transport or the consequences of hostilities of any government interference or other circumstances whatsoever outside the Company's control and the Company shall not be liable to the buyer for any loss or damage whether direct or indirect which contract may thereby be suffered by the Customer and furthermore the Company shall be at liberty to determine or suspend the contract without incurring liability for any loss or damage resulting to the Customer.

CANCELLATION & RETURNS Goods shall not be returned without the Company's prior arrangement. No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and in terms that the Customer shall indemnify the Company in full against all loss including loss of profit, costs (including the cost of all labour and materials uses as appropriate), damages, charges and expenses incurred by the Company as a result of such cancellation. Where goods have been accepted for return by the Company a minimum restocking charge as set by the company will apply.

PROPER LAW The contract between the Company and the Customer shall be governed by and interpreted in accordance with the laws of the Republic of Ireland.