

**TERMS & CONDITIONS**

**General**

- A. Subject to as set out at B below, in these terms and conditions the Seller means James McMahon Limited, the Buyer means the purchaser of the Goods from the Seller and the Goods mean the goods of the Seller purchased by the Buyer.
- B. Insofar as these terms and conditions apply to equipment hired by the Seller to third parties, the Goods mean the equipment which the Seller supplies on hire to the Buyer, the Buyer means the person(s) to whom the Seller hires the Goods and the Seller means James McMahon Limited.

**Quotations and Orders**

1. All quotations, acceptances, undertakings or transactions are subject to these terms and conditions and any additional or different terms proposed by the Buyer shall not amend or modify these terms and conditions and shall, to the extent that they purport to so amend or modify these terms and conditions, be of no effect. The Buyer will be deemed to have agreed to and accepted these terms and conditions upon the placing of any order for Goods.
2. No order in pursuance of any quotation or otherwise shall be binding on the Seller unless and until such order is accepted by the Seller.
3. All prices quoted are exclusive of Value Added Tax where applicable.

**Price**

4. The Seller reserves the right to vary its prices without notice for any reason whatsoever and unless otherwise agreed in writing, prices for all Goods shall be those ruling at the date when the Seller accepts the Buyer's order for the Goods.

**Delivery**

5. Where the Seller has agreed to deliver the Goods to the Buyer, delivery shall be within a time period agreed between the parties and the Seller shall use its reasonable endeavours to ensure that delivery takes place within the period agreed. Failure by the Seller to deliver the Goods within the agreed time period shall not amount to a breach of this contract by the Seller and the Buyer shall not be entitled to damages or other compensation or to cancel this contract by reason of such failure.
6. The Seller reserves the right to deliver in instalments. Each part delivery shall be deemed to constitute a separate contract, the fulfilment or non-fulfilment of which shall not affect any other part of the contract or the contract as a whole.
7. Where any order involves more than one delivery and default is made on payment on the due date (either under this contract or any other contract made between the Seller and the Buyer) the Seller shall have the right to suspend all further deliveries until payment is made or to terminate the contract without prejudice to any existing claim.
8. The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the Goods by the Seller being prevented, hindered or delayed.
9. Once delivery has been accepted the Buyer shall not be entitled to withhold or postpone payment of all or any portion of the price agreed therefore.
10. Requests by the Buyer for proof of delivery of any Goods must be submitted in writing within 60 days of date of Invoice.

**Complaints/Claims**

11. Notice of claims for damage to Goods or shortages must be given in writing to the Seller within three working days of the date of collection or delivery.
12. Claims for defects in quality, nature, condition etc. of any Goods must be received in writing within three working days of delivery or collection of the Goods to or by the Buyer (as the case may be).
13. In the event of such a claim, and upon receipt of the aforementioned notice within the time specified, the Seller shall, if possible, make good the said shortage, and/or (as appropriate) replace, without admission of liability, any Goods found to be defective. In the event that it is not reasonably possible either to make good the said shortage, or replace the said Goods, the Seller may elect to give credit to the Buyer in respect of such shortage or replacement.
14. The Seller gives no warranty as to the quality or fitness for any particular purpose of the Goods supplied.
15. In no circumstances whatsoever shall the Seller's liability to the Buyer arising out of or in connection with this contract or the Goods supplied exceed the invoice price of any particular item in regard to which a claim is made by the Buyer. Insofar as any Goods supplied by the Seller are found to be defective, in no circumstances shall the Seller be liable to the Buyer (or to any third party) for any consequential losses whatsoever.
16. Notice of claims in relation to errors in pricing or discount must be given in writing by the Buyer to the Seller within 30 days of date of invoice.
17. Subject to Condition 19 below, Goods may be returned by the Buyer to the Seller within 30 days from date of delivery only. The Goods may be returned by prior arrangement only and are accepted for credit at the sole discretion of the Seller. A 15% handling charge shall apply on all Goods returned for credit. Any additional costs incurred by the Seller such as collection costs will also be recharged.

**Special Terms/Product Specific**

18. The Seller accepts no responsibility or liability where Goods have been affected by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by the Seller.
19. Where the Goods supplied include doors or flooring, responsibility for the installation and site conditions resides with the Buyer and the following installation guidance should be followed by the Buyer:
- Floors should be installed in accordance with BS5750. No floor should be laid on concrete with a moisture level of 3% or over.
  - Doors should be sealed on all four edges prior to installation.
  - For further information on installation and site conditions contact the manufacturer directly.
20. Returns of non stock items / special orders, slates, plaster and bagged products will not be accepted. It is the responsibility of the buyer to ensure that correct quantities are ordered.

**Risk and Retention of Title**

21. Risk in the Goods shall pass from the Seller to the Buyer on their collection by, or delivery to, the Buyer as the case may be. All Goods supplied to the Buyer, notwithstanding delivery and/or the passing of risk, shall remain the property of the Seller until such time as all monies owing by the Buyer to the Seller, whether in relation to the specific Goods or otherwise, have been discharged in full. Furthermore and in the event that the Buyer has not discharged all sums owing to the Seller, the Seller reserves the right to repossess any Goods supplied in respect of which payment has not been made and thereafter to sell on these Goods. The Buyer hereby grants an irrevocable right and licence to the Seller, its representatives or agents to enter upon all and any of its premises to recover such Goods. This clause shall be binding on the Buyer, its staff, agents and any receiver, liquidator or examiner or such other person as may be appointed by the Courts.

**Payment/Credit**

22. Unless otherwise agreed in writing by the Seller with the Buyer, the Buyer shall effect payment to the Seller for all Goods within 30 days of the end of the month in which the Goods were collected by, or delivered to, the Buyer as the case may be.
23. Interest will be charged on all overdue amounts at a rate of 1% per month from the date that payment is due and this liability shall apply even in the event that the Seller continues to supply Goods to the Buyer on credit.
24. If the Buyer fails to pay for Goods when due, the Buyer shall pay the Seller all and any charges incurred by it in collecting overdue monies, including debt collectors fees, solicitors fees and/or Court costs.
25. It is at the discretion of the Seller to extend credit to the Buyer. The extension of credit may be withdrawn by the Seller at any time by notice in writing to the Buyer.

**Refund of Deposits**

26. Deposits received on the order of any Goods shall only be refundable at the discretion of the Seller. Deposits shall not be refunded in respect of any order of non stock items.

**Supply of Equipment on Hire**

27. Where the Seller agrees to supply Goods on hire to the Buyer, such hire shall be governed by the terms and conditions set out herein and those terms and conditions set out in any documentation signed by the Buyer in advance of such hire commencing SAVE THAT insofar as there is any conflict between the terms and conditions set out herein and any terms and conditions in any such documentation signed by the Buyer in advance of such hire commencing, the latter terms and conditions shall apply to resolve such conflict.

**CREDIT APPLICATION FORM**



**APPLICANT'S BUSINESS DETAILS** Internal Use Only

Trading Name: \_\_\_\_\_

Account No.:

Legal Name: \_\_\_\_\_  
*(in the case of sole trader, etc., please insert individual name)*

Proposed By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Branch Manager*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Finance Manager/Director)*

Do you own the above property Yes  No

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Finance)*

Phone: \_\_\_\_\_ No. of Years Trading: \_\_\_\_\_

Credit Limit Approved: €: \_\_\_\_\_

Email: \_\_\_\_\_

Credit Terms Approved: €: \_\_\_\_\_

Trading Style *(Please ✓)* Ltd Company  Sole Trader   
Partnership  One-Off Build

Company Reg. No.: \_\_\_\_\_ VAT Reg. No.: \_\_\_\_\_

**PROPRIETORS / DIRECTORS DETAILS**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please supply the following with your application:

- Proof of identity - copy of driving license or passport
- Proof of address - copy of utility bill or bank statement (<3 mths old)
- Sample of your business letter headed paper

Checklist	Internal Use Only
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	Approved By <i>(Branch Manager)</i>

**PRIVATE INDIVIDUAL SELF BUILD / RENOVATIONS**

Works Description: \_\_\_\_\_ Lending Agency: \_\_\_\_\_

Site Address: \_\_\_\_\_ Value of Loan: \_\_\_\_\_

Builder Name: \_\_\_\_\_ Date of loan approval: \_\_\_\_\_

Planning Reference: \_\_\_\_\_ Registered site owner: \_\_\_\_\_

Planning Approval Letter attached  
YES / NO / N/A

Loan Approval Letter attached  
YES / NO / N/A

**ACCOUNTS PAYABLE CONTACT**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Invoices & Statements will be emailed to this address*

Purchase Order Number Required Yes  No  *(Note request for Proof of Delivery must be received within 60 days from invoice)*

**PURCHASING CONTACT INFORMATION**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**CUSTOMER TYPE (For Analysis Purposes - Please ✓ Where Appropriate)**

- |  |                          |   |                          |  |                          |
|--|--------------------------|---|--------------------------|--|--------------------------|
| <input type="checkbox"/> Builders Merchant                   | <input type="checkbox"/> | <input type="checkbox"/> Flooring & Decking Contractor  | <input type="checkbox"/> | <input type="checkbox"/> Plasterer/Plastering Contractor | <input type="checkbox"/> |
| <input type="checkbox"/> Building Contractor                 | <input type="checkbox"/> | <input type="checkbox"/> Homeowner                      | <input type="checkbox"/> | <input type="checkbox"/> Plumbing & Heating Contractor   | <input type="checkbox"/> |
| <input type="checkbox"/> Carpentry Contractor                | <input type="checkbox"/> | <input type="checkbox"/> Insulation Contractor          | <input type="checkbox"/> | <input type="checkbox"/> Public Body                     | <input type="checkbox"/> |
| <input type="checkbox"/> Civil: Site Clearance & Preparation | <input type="checkbox"/> | <input type="checkbox"/> Joinery/Cabinet Maker/Kitchens | <input type="checkbox"/> | <input type="checkbox"/> School/College                  | <input type="checkbox"/> |
| <input type="checkbox"/> Company Maintenance                 | <input type="checkbox"/> | <input type="checkbox"/> Landscaper                     | <input type="checkbox"/> | <input type="checkbox"/> Self Build                      | <input type="checkbox"/> |
| <input type="checkbox"/> Electrical Contractor               | <input type="checkbox"/> | <input type="checkbox"/> Maintenance Contractor         | <input type="checkbox"/> |  | <input type="checkbox"/> |

**NAME & CONTACT DETAILS OF 3 TRADE REFERENCES**

Company Name:	Contact:	Phone No.:	Years Trading:	Credit Limit:
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

**OTHER INFORMATION**

Rep. Name: \_\_\_\_\_

Nature of Work Undertaken by Customer (Provide details of work being done by the customer to help assess credit limit required).

\_\_\_\_\_

\_\_\_\_\_

Credit Limit Requested \_\_\_\_\_ Credit Terms Requested \_\_\_\_\_

**Please Note:** you may be requested to provide additional information to support your Credit Application. Also, you may be requested to pay a deposit.

Have you previously had an Account? Yes  No

If Yes, please state account name: \_\_\_\_\_

**DATA PROTECTION / MARKETING CHOICES**

From time to time we would like to send you special offers about our products and services. We use your information to assess what we think you might be interested in and tailor what we send you so it is as relevant as possible.

Please tick if you **do not** wish to receive any information or offers by:

Post  Telephone

Please tick if **you would be happy** to receive these details by:

Email  SMS

**PERSONAL CREDIT GUARANTEE**

To James McMahon Limited:

In consideration of your agreement to supply goods and/or services (and/or equipment on hire) on credit to the Applicant on this Application Form ("the Customer"), I/we, the undersigned, unconditionally, jointly and severally, personally guarantee to you payment on demand of all monies which may from time to time be due and owing by the Customer to you, and any costs of enforcing this Guarantee incurred by you.

I/we acknowledge to, and agree with, you that: (a) any initial credit (and any subsequent increased credit) granted by you to the Customer may be increased or reduced from time to time without reference to, or consent from, me/us; and (b) if the credit amount granted by you to the Customer is increased at any time, any liability of the Customer to you arising from such increase will be covered by this Personal Guarantee.

I/we say that I/we have been afforded the opportunity by you of taking legal advice in relation to the legal implications of my/our signing this document, that I/we may become personally liable to you if the Customer fails to pay you in the future and I/we fully understand that this is a personal guarantee.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**CUSTOMER DECLARATION - Please read and complete all pages of the application before signing the section below**

I/we, the Applicant in this Application Form ("the Customer") understand that all goods and/or services sold, and/or all equipment supplied on hire, by James McMahon Limited to the Customer are sold and/or supplied (as the case may be) subject to their terms and conditions set out elsewhere on this Application Form and, in the case of equipment supplied on hire, additionally subject to their terms and conditions set out in their documentation to be signed by the Customer in advance of any equipment hire commencing and the Customer agrees to be bound by all these terms and conditions. The Customer also acknowledges that all or any of the aforesaid terms and conditions may be varied, replaced or superseded by James McMahon Limited in the future and that all goods and/or services sold, and/or all equipment supplied on hire, by James McMahon Limited to the Customer after the Customer has been notified in writing or by email of any such varied replaced or superseded terms and conditions shall be deemed to be sold and/or supplied (as the case may be) on those terms and conditions of trade, as so varied replaced or superseded. Furthermore, the Customer understands that the Customer's credit terms are 30 days unless otherwise agreed in writing by James McMahon Limited with the Customer and the Customer agrees to pay in accordance with such credit terms. The Customer agrees that James McMahon Limited can refer their customer account information to third party debt collection agencies and/or legal firms, to assist James McMahon Limited with overdue debt collection. Finally, I/we, the undersigned, declare that all information given in this Application Form is accurate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**McMAHON BUILDERS PROVIDERS - Branch Location**

**Limerick:** Builders Providers, Corcanree, Dock Road, Limerick V94 P2H9. Tel: 061-315388  
Hardwood and Sheeting, Corcanree, Dock Road, Limerick V94 P2H9. Tel: 061-484088  
Head Office, Ashbourne Hall, Dock Road, Limerick V94 NFX2. Tel: 061-484001

**Cherry Orchard** Unit 16, Cherry Orchard Industrial Estate, Ballyfermot, Dublin, D10 CP22. Tel: 01 6234989

**Coleraine** 255 Dunhill Road, Macosquin, Coleraine, L'Derry, BT51 3QJ. Tel: 048-70355919

**Cork** Water St., Cork City, T23 WK25. Tel: 021-4501341

**Derry/L'Derry** 15 Bay Road, Derry/L'Derry, BT 48 7SH. Tel: 048-71366321

**Dunmanway** Park Road, Dunmanway, Co Cork, P47 F991. Tel: 023-8845110

**Fermoy** Dublin Rd., Fermoy, P61 RH61. Tel: 025-82088

**Galway** Tuam Road, Galway, H91 TK40. Tel: 091-751862

**Kylemore (H&S)** Unit 16B, Cherry Orchard Industrial Estate, Ballyfermot, Dublin 10, D10 CP22 Tel: 01 6215333

**Omagh** Units 14 G & H, 14 Dromore Road, Omagh, Co. Tyrone, BT78 1QZ. Tel: 048-82252688

**Portarlinton** Riverside Commercial Park, Edenderry Road, Portarlinton, Co Laois, R32 XC42. Tel: 057-8623107

**Tralee** Clash Industrial Estate, Tralee, Co. Kerry, V92 XR24. Tel: 066-7126647

**Waterford (H&S)** Six Cross Roads Business Park, Kilbarry, Waterford, X91 TW14. Tel: 051-394690