



McDonnell's
suppliers to the food trade

TERMS AND CONDITIONS OF SALE

1. The placing of an order by a buyer implies the acceptance of these conditions of sale.

2. Payment terms are as agreed on a customer by customer basis and are subject to price applying at time of dispatch.

3. We shall not be liable for any loss or damage whatsoever arising from our failure wholly, or in part, to perform the contract by reason of (i) default by our Suppliers and failure by us to make arrangements with other Suppliers or (ii) any cause whatsoever beyond our control.

In no circumstances whatsoever shall we be liable for indirect or consequential damage or loss, or for loss of profit.

4. Dates given for shipment or delivery are not to be treated as conditions of the sale, but will be kept to as closely as possible. No claim shall be made by buyers on account of late shipment or delivery.

5. All orders are accepted subject to the availability of raw materials and or stock. For deliveries to the UK & Republic of Ireland carriage is payable as agreed. Any charges as a result of the necessity to expedite despatch at the buyer's request are for the buyer's account.

6. Should you need return the goods, you must notify us within three days of delivery otherwise a restocking fee will apply. Any items ordered as a special cannot be exchanged. Damages and shortages must be reported within 24hrs of receipt of goods otherwise claims will not be accepted.



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7. Notwithstanding the date or dates of payment, the property in the goods shall remain with the seller until payment is made to the seller but the risk therein and all liability to third parties in respect thereof shall pass to the buyer on delivery.

8. Buyer's Standard Conditions of Purchase shall not apply unless specifically accepted in advance by seller in writing.

9. These Conditions of Sale shall be construed in accordance with the law of the Republic of Ireland.