TERMS OF TRADE - MILA LIMITED

1 These terms shall prevail over any other terms or conditions including (but without prejudice to the generality of the forgoing) any customer's terms or conditions and shall be deemed incorporated in any dealings by Mila Limited (hereinafter referred to as MILA) with its customer (subject to statutory rights) . "Customer" means the person or company who purchase the goods. "Goods" means the goods ordered by the customer from MILA in an order which has been accepted by MILA.

2 Cancellation of an order cannot be accepted if goods are made, in production or if MILA has incurred expenses in connection with any such order.

3 **All prices quoted or agreed by MILA are unless otherwise stated:**

a. exclusive of VAT or any other applicable tax, duty or levy:
b. exclusive of delivery, carriage and insurance charges:
c. variable by MILA to account for fluctuations after the date of the order but before despatch in costs, material prices and/or service charges to MILA via exchange rate fluctuation or otherwise:
d. valid for a period of 14 days only from the date appearing on the quotation.

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a. MILA may deliver or complete any order in stages or instalments
b. No guarantee of any kind is given as to the times and dates of any delivery.
c. No claim in respect of any failure or lateness in delivery will be entertained or payable by MILA.
d. Unless otherwise stated MILA will deliver and all charges will be invoiced to the customer.

5 All goods are supplied to the customer by MILA on the following terms and no person in the employment of MILA or acting otherwise as agent of MILA or purporting to do so, has authority to accept orders on any other conditions or to vary these terms in anyway whatsoever. Previous dealings between MILA and any customer shall not vary or replace these terms or be deemed in any circumstances whatsoever to do so. Acceptance of goods from MILA shall be conclusive evidence before any Court or arbitrator that these terms apply :

a. The customer acknowledges that before entering into an agreement for the purchase of any goods from MILA he expressly represented and warranted that he is not insolvent and he has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, to petition for winding up of the company, customer or otherwise any other rights over or against the company customer's assets.
b. Goods the subject of any agreement by MILA to sell shall be at the risk of the intending purchases as soon as they are delivered by MILA to his vehicles or his premises or otherwise to his order.
c. Such goods shall remain the sole and absolute property of MILA as legal and equitable owner until such time as the full price thereof is paid to MILA together with the full price of any other goods the subject of any other contract with MILA
d. The customer acknowledges that he is in possession of goods of goods solely as bailee for MILA until such time as the full price thereof is paid to MILA together with the full price of any other goods the subject of any other contract with MILA
e. Until such time as the customer becomes the owner of the goods, he will store then on his premises separately from his own goods and those of any other person or company and in a manner which makes them readily identifiable as the goods of MILA particularly if they are to undergo processing.
f. If the goods the property of MILA are admixed with goods the property of the customer, are processed with or incorporated therein, the product thereof shall become the sole and exclusive property of MILA and shall be deemed to be so. If the goods the property of MILA are admixed with goods the property of any other person or company other than the customer or are processed with or incorporated therein, the product thereof shall become or shall be deemed to be owned in common with that other person or company.
g. The customer shall be at liberty to agree to sell on any product produced from or with MILA's goods on the expressed condition that any such agreement to sell shall take place as Agents and Bailees fro MILA whether the customer sells on his own account or not and that the entire proceeds thereof are held in trust for MILA and are not mingled with any other monies and shall at all times be identifiable as MILA's monies.
h. The customer's right to possession of the goods shall cease if he, not being a company, commits an available act of bankruptcy or if any person presents a petition for winding up. MILA may for the purpose of recovery of its goods or of its goods together with admixtures or as processed enter upon any premises where they are stored or where there are reasonably thought to be stored and may repossess same.
i. Nothing herein shall confer any right to return to goods to MILA.

6 MILA shall not be liable for any verbal representation not forming part of written order and no warranties or guarantee are given save as may be included in any written contract. Goods supplied but not manufactured by Mila shall be subject to the manufacturer's terms (if any).

7 The customer shall indemnify MILA against any actions, costs, claims or demands, however incurred, arising in respect of any article or articles supplied to the customer in accordance with any order and no warranty is given that the design, construction and quality of the goods comply with all revenant requirement of any statute, statutory rule or order or any other instrument having the force of law which may be in force at the date of sale

8 MILA shall not be liable for any delay or failure in performance of its obligations or any consequential loss arising therefrom where proper performance whether or not such is within MILA's immediate direct control not does MILA guarantee any goods are fit for the purpose for which the customer requires them.

9 All MILA's accounts shall be paid by the last day of the month following the month of invoice at the latest (unless otherwise agreed) and all money received by MILA shall be applied to accounts outstanding in MILA's books in order of age starting with the oldest, unless otherwise advised. Failure by the customer in payment or the customer making committing, doing suffering or allowing any act of bankruptcy, distress or execution, composition or arrangement with its creditors winding up appointment of receiver petition or receiving order in bankruptcy shall entitle MILA without prejudice to other remedies :

a. To deem the invoice price to be increase by 1.25% per month until receipt of payment and calculated daily in respect of part of any month
b. To withhold or suspend any delivery or any order or part of an order until payment in full including interest and any reasonable storage charge for use of MILA's premises is made and any cheque in payment is cleared in the ordinary course of banking business and MILA shall in such case not be under any obligation for delivery regardless of what contract shall say and the customer shall be responsible for any reasonable storage charges incurred other than MILA's premises

10 No claim of any kind whatsoever shall be entertained by MILA in respect of allegedly faulty goods or goods other than as ordered unless received in writing within 3 days of receipt by the customer or in respect of non delivery unless received in writing within 5 days and in respect of goods withheld under condition of clause 9 hereof such time shall run from the date of such withholding or suspension of delivery. This clause shall apply to goods in respect of which any alleged fault is not apparent on inspection save that time shall run from the hour at which such fault does or should have become apparent.

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a. In the event of MILA receiving a valid and proper notice as above it may at its own option make replacement of or give credit for the goods.
b. MILA's liability for any and all direct loss or damage direct or indirect resulting to the customer from defective goods or from any other cause whatsoever shall be limited to then sale price of the goods in respect of or in relation to such loss of damage is claimed. Subject as aforesaid MILA shall be under no liability on contract or tort or otherwise howsoever for loss or damage or personal injury arising directly or indirectly out of the supply or use of the goods.

12 The customer shall forthwith notify MILA in writing, to be sent by recorded delivery, upon the occurrence of any of the following events:-

any change in the ownership, management or control of the customer;
any sale or transfer of a material part of the customer's undertaking or assets;
if the customer, being sole trader, enters into partnership with others;
if the customer, being a sole trader or a partnership, becomes incorporated or becomes amalgamated with others.

Upon the occurrence of any of the events listed in clauses above any existing credit account facilities granted by MILA to the customer shall automatically terminate and the account balance shall be payable in full forthwith

13 If any provision of these terms becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected.
Where the customer comprises two or more persons the liability of those persons under these terms shall be joint and several.
The contract may not be assigned by the customer without MILA's prior written consent and where such consent is given, it shall be on the basis that the customer remains jointly and severally liable to MILA with any transferee or subcontractor.

14 The law of the Republic of Ireland shall govern the validity, construction and performance of this contract. Any disputes arising out of the contract shall if MILA so requires be referred to a sole Arbitrator to be appointed (in the absence of an agreement between MILA and the customer upon such appointment and the application of either of them) by the President (or other Officer endowed with the functions of such President) for the time being of the Law Society of Ireland (or in the event of the President or other Officer as aforesaid being unable or unwilling to make the appointment) by the next Senior Officer of that Society who is able and willing to make the appointment and such Arbitration shall be governed by the Arbitration Acts, 1954-1998

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NAME Please print	POSITION Please print	(SIGNATURE by a Director, Owner or Partner)	DATE

COMPANY NAME: ……..……
ADDRESS: ……..…… ……..…

MILA CUSTOMER ACCOUNT NO: ……...

NOTE "IRRESPECTIVE OF ANY CONTRARY PURCHASE CONDITIONS OR OTHER TERMS WHICH YOU MAY ISSUE TO MILA YOU ACKNOWLEDGE AND ACCEPT THAT BY SIGNING THESE TERMS ALL TRADE BETWEEN MILA AND YOUR COMPANY IS FROM HEREON SUBJECT TO THESE TERMS", FAILURE TO RETURN THESE TERMS OF TRADE DULY SIGNED COULD RESULT IN YOUR CREDIT TERMS BEING RECONSIDERED.