

Terms and Conditions of Sale

The following Standard Conditions of Sale shall govern all transactions except as otherwise specifically agreed in writing by the Buyer and TAG Agencies Limited t/a Autoflair (hereinafter referred to as 'the Seller'):

1. Goods invoiced up to and including the last day of a calendar month shall be paid for not later than the last business day of the following month.
2. If terms of payment are not complied with, the Seller shall have the right to receive interest at the rate of 1½% per month in the period between the due date of payment and final settlement. The interest will continue to be payable until the debt is paid and becomes payable without the necessity of a reminder.
3. No retention to be deducted from final payment of any invoice (as our work is a 'finish trade').
4. The Seller shall have the option (without prejudice to any of its other rights against the Buyer) by notice in writing to the Buyer to rescind any contract between the Seller and the Buyer, or to suspend delivery should any sum owing by the Buyer to the Seller be overdue, whether under this or any other contract.
5. Any time or date for delivery named by the Seller is an estimate only and the Seller shall not accept liability for any loss or damage or any consequential loss arising either directly or indirectly from delay in delivery however caused.
6. The Seller and the Buyer expressly agree that until the Seller has been paid in full for the goods/services comprised in the contract between them:
the goods comprised in the contract remain the property of the Seller;
the Seller may recover the goods at any time from the Buyer if in the Buyer's possession;
the Seller or its agents may enter upon any of the Buyer's land or buildings upon which the goods are situated to recover goods to the value of the sum outstanding.
The Seller may remove any of its goods from a premises or vehicle and not be held responsible for any costs or claims that may arise from this action.
If the goods (or any part thereof) are incorporated in any other product or fitted onto glazed units belonging to a third party, it is the responsibility of the Buyer to inform such third party that ownership of these goods remains with the Seller until payment is received in full; and that the Seller reserves the right to remove such goods in the event of non-payment.
7. Bad debtors will appear on the website – www.baddebtors.info – with details of the outstanding amount. The information will only be removed from the site only when payment has been made in full. Seven working days should be allowed to clear cheques through the bank.
8. In the event of a cheque being returned from the bank unpaid, the details of the cheque and the company / individual name will appear on the website – www.bouncedchecks.info. These details will only be removed when the debt has been paid in full, and cleared through our bank (seven working days).
9. Should the Buyer dispose of the goods in the ordinary course of business, any warranties, conditions or representations given or made by the Buyer to any third party shall not be binding on the Seller.
10. Claims in respect of any alleged defect in the contractual quantity of the goods delivered, or the quality of the service provided, where such defects would have been revealed by reasonable examination of the goods or services on arrival, must be made in writing within 14 days after delivery.
11. The performance of all contracts is subject to variation or cancellation by the Seller owing to any Act of God, war, strikes, Governmental regulations or orders, national emergencies, lock-outs, fire, flood, droughts, tempest or any other cause (whether or not of a like nature) beyond the control of the Seller or owing to any liability by the Seller to procure materials or articles required for the performance of the contract and the Seller shall not be held responsible for any inability to deliver caused by any such contingency.
12. All artwork designed and/or supplied by the Seller is the sole copyright of the Seller, and may not be reproduced unless express written permission is granted by the Seller.
13. By ordering any goods/services for the Seller, the Buyer will be deemed to accept that these Conditions of Sale take precedence over any other Conditions contained on or in any letter, order form, acceptance form, receipt or the like received by the Buyer in connection the goods so ordered and that any such other Conditions will not form part of the Contract between the Seller and the Buyer unless specifically agreed in writing.
14. It is the responsibility of the Buyer to inform the Seller if any glass units are not toughened. The Seller will assume that all window films and vinyls will be applied to toughened glass unless advised otherwise. The Buyer will assume full responsibility for any glass breakages as a result of non-disclosure in this regard.
15. The Law of the Republic of Ireland shall govern the validity, construction and performance of any contract to which the Conditions apply.