CONDITIONS OF SALE

1. Unless otherwise agreed in writing by AT-PAC Ireland ("AT-PAC") the Equipment is supplied by AT-PAC only on these conditions and no variations of or addition thereto (whether contained in any document emanating from the Purchaser or made orally by any person acting or purporting to act on AT-PAC's behalf shall have effect unless it is in writing signed by AT-PAC. Should any of these conditions conflict with any conditions stated in the Purchaser's order these conditions shall prevail. The giving by the Purchaser of any delivery instructions for the Equipment or any part thereof, the acceptance by the Purchaser of delivery of the Equipment or any part thereof, or any document by the Purchaser in confirmation of the transaction set out on the basis thereof after receipt by the Purchaser of this document shall constitute unqualified acceptance by the Purchaser of these conditions.

2. Quotations, estimates and adverts are only invitations and do not constitute an offer, AT-PAC reserves the right to withdraw or amend them at any time prior to AT-PAC's acceptance in writing of the Purchaser's order.

3. Every effort will be made to keep to dates given but AT-PAC accepts no liability in case of failure to do so unless an express guarantee in writing has been given to effect delivery by a specified time.

4. If the Purchaser refuses or fails to take delivery of Equipment tendered in accordance with this Agreement, AT-PAC shall be entitled to immediate payment in full for the Equipment so tendered. AT-PAC shall be entitled to store at the risk of the Purchaser any Equipment which the Purchaser refuses or fails to take delivery of and the Purchaser shall pay the costs of such storage and any additional costs incurred including carriage. Refusal by the Purchaser to take delivery will relieve AT-PAC from the obligation to make further deliveries without prejudice to AT-PAC's right to recover damages for such refusal.

5. Equipment shall be deemed to have been delivered complete in accordance with this Agreement, undamaged, in good condition and to the Purchaser's satisfaction, unless AT-PAC receives written notice to the contrary within 7 working days (3 weeks in case of overseas sales) after delivery to Purchaser. If AT-PAC is then satisfied that the Equipment is delivered incomplete, damaged or defective, AT-PAC will make good the delivery (any replacements as nearly as possible identical and of equal quality) but with no other liability.

6. Small deviations or variations from particulars of the Equipmentshall not give rise to any claims.

7. Where Equipment is to be delivered by a carrier on behalf of AT-PAC, the risk therein passes to the Purchaser upon delivery. When the Purchaser arranges for the collection of the Equipment delivery will be deemed as effective and the risks therein to have passed to the Purchaser upon its transfer to the carrier named by the Purchaser.

8. Notwithstanding delivery, title to the Equipment shallremain vested in AT-PAC and shall not pass until payment of all amounts due to AT-PAC have been paid in full and received by AT-PAC whether in respect of the Equipment delivered or otherwise from the Purchaser and outstanding from time to time. Notwithstanding that AT-PAC retains the ownership of the Equipment, the Purchaser shall be entitled to use the whole or any part of the Equipment. Purchaser agrees to store the Equipment in such a way as to make it readily identifiable as AT-PAC's property. AT-PAC shall be entitled immediately after giving notice of its intention to repossess, to enter upon the Purchaser's premises with such transport as may be necessary and repossess any Equipment to which it has title hereunder. Nothing in this condition shall confer any right upon the Purchaser to fail to return the Equipment or to refuse or delay payment therefor.

9. Prices quoted are ex-works unless otherwise stated and arethose then currently ruling. In the event of any alteration in prices by date of despatch, prices quoted shall be adjusted accordingly. Any special packing or transport or insurance costs will be charged additional to the price of the Equipment. The term "special" refers to any particular arrangements that may be agreed to by AT-PAC at the request of the Purchaser which are other than AT-PAC's normal methods of packaging and/or delivery.

10. Payments for Equipment shall be due before delivery. If a trade account is opened with AT-PAC payment shall be due within 30 days of date of invoice unless otherwise stated in written agreed terms. AT-PAC reserves the right to charge interest on overdue accounts at the rate of two per cent per month to run from the due date for payment until receipt by AT-PAC of the full amount, including any such interest charged, whether or not after judgment.

11. If Purchaser defaults in any payment under this or anyother agreement with AT-PAC, ceases business, stops payment, makes any composition or arrangement with creditors, suffers any distress or execution, commits any act of bankruptcy, or an order for resolution for winding up is made, then AT-PAC may deem the Purchaser to have repudiated this Agreement and recover money due and damages for such repudiation without prejudice to other remedies.

12. AT-PAC shall not be liable for any damage, loss or expense(subject always to the provisions of the Unfair Contract Terms Act 1977 as to consumer sales) caused to Purchaser by circumstances beyond AT-PAC's control (including weather, industrial action, shortages of labour or materials or faults of contractors, sub-contractors or offers not in the direct employ of AT-PAC). Unless otherwise expressly agreed in writing, AT-PAC shall not be liable for consequential damage, loss or expense, howsoever caused.

13. The Equipment supplied hereunder is warranted to be within normal limits of industrial quality. All other warranties or conditions as to quality or description (statutory or otherwise) are excluded. AT-PAC's liability for breach of this warranty (or in any other claim based on any defect in the Equipment) shall not exceed the replacement of Equipment shown to be defective or, at AT-PAC's option, reimbursement of the price received by it for the Equipment. In respect of any Equipment supplied by AT-PAC but manufactured by other firms, and warranties or guarantees given to us by such manufactures or suppliers will, so far as we are able, be passed to the benefit of the Purchaser.

14. The supply of Equipment hereunder shall not confer any rightupon the Purchaser to use any of AT-PAC's trademarks or intellectual property without or prior written consent and at all times such trademarks and intellectual property shall remain AT-PAC's property. Nor does it imply any right to use any patent which AT-PAC may have or any indemnity against infringement of third-party patents.

15. The Purchaser shall not assign transfer or purport to assign or transfer this Agreement to any person whatsoever.

16. In signing this Agreement, Purchaser consents to anyrelevant searches on its principle directors/partners being made through a licensed credit reference agency.

17. It is our intention that no third party should benefit from this Agreement.

TERMS AND CONDITIONS OF HIRE

1.0 The Agreement for hire shall come into force between AT-PAC and Purchaser once the order has been placed (verbally or in writing) stating the requirements, and there is agreement to be bound by these conditions, the Supplier having accepted the order and, where appropriate, granted credit facility.

2.0 DEFINITIONS For purposes of the Terms and Conditions of Hire, "AT-PAC" is the company, firm or person from whom the Equipment is to be hired and where the context so admits shall include AT-PAC's servants, agents, successors, the supplier's successors, assigns or personal representatives. "Purchaser" is the company, firm, person, corporation or public authority taking AT-PAC's Equipment on hire and includes Purchaser's servants or agents, and any sub-contractor's servants or agents and Purchaser's successors or personal representatives.

3.0 TERMS OF PAYMENT

All accounts are strictly net and include VAT where appropriate. Where Purchaser has an approved account, confirmation of which has been given in writing by AT-PAC, payment will be due in 30 days from the date of the invoice. If any sum remains unpaid after the due date the payment of all hire charges, no matter how recent, shall become due immediately. Invoices will be presented at regular intervals during the period of hire.

AT-PAC reserves the right to suspend further Equipment from being hired or any other orders until overdue debts have been discharged, as payment is of the essence. An authorised credit account will be granted at AT-PAC's discretion where a level of credit approval has been granted by AT-PAC and Purchaser has agreed to these Terms and Conditions. The continuation of credit facilities will be reviewed periodically.

4.0 AUTHORITY

The person making this Agreement with AT-PAC warrants that he/she has the authority of Purchaser to make this Agreement on Purchaser's behalf and hereby agrees to indemnify AT-PAC against all losses and costs that may be incurred by AT-PAC if this is not so.

4.1 Proof of Acceptance

Upon delivery, Purchaser shall sign the Delivery Note, which shall be conclusive proof of the receipt of the Equipment by Purchaser, and the acceptance of these conditions. No variation to these conditions shall be effective whether or not specified in any order or acceptance issued by Purchaser unless agreed in writing by AT-PAC.

5.0 COLLECTION

If Equipment if collected by Purchaser, Purchaser shall make a check of the Equipment once loaded and sign the Delivery Note before leaving AT-PAC's premises as conclusive proof of the receipt of the Equipment shown on the Delivery Note.

5.1 Delivery Charges

Where delivery or collection is organised by AT-PAC, Purchaser shall pay a delivery or collection charge at the transport rates agreed in advance. Such charges may include any wasted journey or transport time reasonably incurred by AT-PAC in attempting to comply with the specific or implied requirements of Purchaser. Purchaser will sign the Delivery Note as conclusive proof of the acceptance of the Equipment.

5.2 Delivery/Collection Liability

Every reasonable effort will be made by AT-PAC to keep to the dates given for delivery or collection, but AT-PAC accepts no liability in case of failure to do so, unless an express guarantee in writing has been given by AT-PAC to effect delivery or collection by a specific time. No returns will be accepted on Saturdays or Sundays, or outside of normal office hours. All costs incurred by AT-PAC in the specific preparation and gathering together of Equipment to meet Purchaser's order, which will where appropriate include the consequential loss of the hire income, shall be recoverable by AT-PAC in the event of Purchaser cancelling the purchase order. If Purchaser requires delivery of the Equipment to be postponed to a later date than originally agreed upon then AT-PAC reserves the right to charge for the hire as from the original purchaser order date.

5.3 Purchaser's responsibility For Acceptance of Equipment. If Purchaser or the representative thereof is not present when the Equipment is delivered, AT-PAC will despatch a Hire Delivery Note to Purchaser. Unless any alleged discrepancy is reported to AT-PAC by letter received by AT-PAC within two working days of delivery, the Hire Delivery Note shall be conclusive proof of the delivery of the Equipment set out therein.

5.4 Return/Collection of Equipment

Purchaser undertakes at the termination of the hire period to return the Equipment to AT-PAC's depot from which it was originally hired in a clean and sound condition. Purchaser must give at least 48 hours' notice in writing of its intention to end the hire period and obtain an off-hire reference from AT-PAC. Hire charges will cease from that agreed date provided that the Equipment is returned within the period of notice. For this purpose, Saturdays, Sundays and all Bank and Public Holidays are not working days. procedures for off-hire Equipment will always take place after return to AT-PAC's yard. If AT-PAC agrees to collect the Equipment upon termination from a location specified by Purchaser, at an agreed carriage charge, counting procedures for off-hired Equipment collected will take place only after return to AT-PAC's yard. If AT-PAC is unable for whatsoever reason to collect any off-hired Equipment from the location specified by Purchaser, Purchaser shall be bound to pay AT-PAC's carriage charge in any event, and the Equipment will continue to attract hire charges until subsequently recovered by AT-PAC. All returns will be notified to Purchaser by AT-PAC and any disputes must be notified to AT-PAC in writing within 7 working days. Purchaser shall, at the request of AT-PAC, inform AT-PAC in writing within one working day of the receipt of such request, of the location of all Equipment currently on hire. Purchaser shall permit AT-PAC and any person authorised thereby at all times to enter the premises in which the Equipment is situated to inspect and examine the Equipment. AT-PAC may at its discretion render a charge for the value of the Equipment should there be any reason to doubt the continuing possession and control of the Equipment by Purchaser.

6.0 Loss & Damaged EQUIPMENT ETC.

1) Purchaser accepts full responsibility for the care, safekeeping and return in good order of the Equipment and shall at all times keep it in its possession and control until such time as AT-PAC takes the Equipment back into AT-PAC's own possession.

2) Purchaser will pay to AT-PAC all costs incurred by AT-PAC in rectifying the condition of any Equipment returned damaged. Additionally, Purchaser will pay to AT-PAC a charge equating to the financial losses reasonably incurred by AT-PAC while such rectification is carried out.

3) Purchaser shall notify AT-PAC immediately upon the lossof any of the Equipment, howsoever arising, and shall be liable to pay the hire charges in respect of the lost Equipment up to and including the date on which the notification of loss is received by AT-PAC.

4) In the case of Equipment lost through theft, Purchasershall also report the loss as soon as reasonably practical to the police and as soon as reasonably practical thereafter obtain and advise AT-PAC of the crime report number.

5) AT-PAC reserves the right to continue to levy hirecharges until any and all sums due under paragraphs 1) to 4) above have been recovered from Purchaser.

6.1 Insurance and Responsibility for Lost/Stolen Equipment
Purchaser agrees to pay AT-PAC the market sale rate for any Equipment which is lost or stolen or damaged beyond economic repair, and without deduction for usage, wear and tear or age, and should insure the Equipment on this basis. All monies received by Purchaser from an insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of Equipment, shall, to the extent that any payment is due to AT-PAC under this condition be held in trust by Purchaser (or successor/assigned body) and paid to AT-PAC on demand. In the event of loss or damage to the Equipment, the AT-PAC account shall be payable in full on demand and such payment shall not be conditional on prior recovery by Purchaser of any sums under a policy of insurance or from any other source.

6.2 Recovery of Equipment
Purchaser will take all practical steps to secure a proper return of lost or stolen Equipment. In the event of lost or stolen Equipment being subsequently recovered and returned by Purchaser to the AT-PAC, Purchaser will be credited with the value of that Equipment less the appropriate hire charges from the date on which the Supplier received notification of loss to the date of return.

7.0 MAINTENANCE OF EQUIPMENT
Purchaser will keep acquainted with the state and condition of the Equipment and ensure it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of Equipment must be immediately notified in writing to AT-PAC.

7.1 Damage
All Equipment will be inspected on its return to AT-PAC's premises. Any such Equipment in the opinion of AT-PAC deemed to be damaged or unusable will be charged for at AT-PAC's rates, as specified from time to time. Before levying such charge, AT-PAC will serve 7 days' notice upon Purchaser and during that period will afford Purchaser the opportunity at any reasonable time to inspect the damage for which the charge is made.

8.0 SAFETY
AT-PAC will provide Purchaser with appropriate instructional material where reasonably practicable and Purchaser will ensure that this is passed onto the operatives using the Equipment, whom Purchaser shall in any event ensure are competent in the erection and/or use of the Equipment by reason of such operatives having received adequate training therein.

9.0 PERIOD OF HIRE
The date of collection or delivery will be the effective date of the commencement of hire charges. The Equipment hired will subject to a minimum hire period of 28 days which will be invoiced in arrears, should the Equipment be returned before this period the full 28 days shall be invoiced accordingly. Hire charges are calculated weekly, fractions of a week being charged on a daily basis, the charge for one day being 1/7th of the weekly charge, except for each item where there is a specific minimum hire period. The date of despatch and the date of delivery shall be whole days. No allowance will be made for holiday periods or inclement weather or for any reason whatsoever beyond AT-PAC's control including strikes, lockouts, cessation of labour, transport delays, government interference or control or any other cause of contingency. AT-PAC may at its sole discretion and subject to availability and at the request of Purchaser, add, subtract or substitute to the Equipment let on hire without creating a modifying agreement within the meaning of the Consumer Credit Act 1974.

10.0 VARIATION ON PRICES
The quotation is open for acceptance for 28 days. AT-PAC reserves the right to increase prices thereafter. The quotation may be renegotiated should the original quantities or requirements change. After acceptance AT-PAC may increase any price including that of Equipment already on hire on 28 days' notice in writing to Purchaser.

11.0 OUTSTANDING ACCOUNTS AND PAYMENT
AT-PAC reserves the right to charge compound interest at the rate of one and a half per cent per month (on a daily basis) on all sums outstanding after the date for due payment. This entitlement to interest shall be without prejudice to AT-PAC's right to terminate the hire by reason of non-payment. Interest shall continue to accrue after such termination until payment of all overdue amounts has been received. All prices quoted will be deemed to be AT-PAC's list prices unless agreed by AT-PAC in writing. Any prices agreed which differ from AT-PAC's list price will only remain applicable on the condition that AT-PAC's normal payment terms will be complied with, full charges may be substituted thereafter. Should a dispute arise in respect of any specific item described by any specific invoice, Purchaser shall not be entitled during the course of this dispute to withhold any sums for payment beyond those specifically relating to the disputed item(s). A counter-claim against AT-PAC will only be accepted for deduction from any payment made to AT-PAC where AT-PAC has agreed to such a deduction in writing. Counter-claims will only be considered for acceptance between the parties to this Agreement. No amount which might be due for payment to an associate company or to the parent company of Purchaser will be deemed to be acceptable as a counter-claim in this context.

12.0 TERMINATION
If Purchaser commits any breach of this, or any other agreement with AT-PAC, ceases business, stops payments, makes deeds of arrangement, assignment or composition with its creditors, enters liquidation whether compulsory or voluntary (except liquidation for the purpose of reconstruction or amalgamation), suffers or allows the appointment of a receiver or provisional liquidator, suffers any distress or execution whether legal or equitable or any attempt thereat upon any of Purchaser's property, has an unsatisfied judgement against it for 14 days or more, commits any act of bankruptcy, has an order or notice of resolution for winding up proposed or made against it, or Dishonours any cheque drawn upon it, then Purchaser shall be deemed to have repudiated this Agreement. AT-PAC may then immediately repossess the Equipment and recover any monies due as well as damages for repudiation without prejudice to any other rights and remedies.

13.0 OWNERS RIGHTS
Where Purchaser takes the Equipment on hire intending to re-hire the Equipment to a third party, Purchaser is deemed to retain control whether or not it might remain in Purchaser's possession. Purchaser shall be solely responsible for the payment of all hire charges raised by AT-PAC and all damage to or loss of the Equipment. It is the sole responsibility of Purchaser to return the Equipment to AT-PAC. AT-PAC will not deal directly with any third party in this context.

14.0 Purchaser's INDEMNITY
Purchaser shall indemnify AT-PAC against any loss, damage, claims or proceedings, and against any costs or expense arising out of or in connection therewith, in respect of any injury to or death of any person or damage to any property real or personal caused by or arising out of or in the course of the use or mis-use of the Equipment by any person (other than that caused by AT-PAC) or arising out of this Agreement. Purchaser shall affect to keep in force at all time policies of insurance in respect of Purchaser's liabilities under this condition.

15.0 TITLE
The Equipment, notwithstanding its loss or theft and any payment from Purchaser to AT-PAC in respect thereof, will at all times remain the property of AT-PAC. Title to the Equipment will remain vested in AT-PAC and shall not pass to Purchaser until the price for the Equipment has been paid in full and received by AT-PAC. The value of any Equipment thereafter returned to AT-PAC by Purchaser will be credited to Purchaser and all hire charges in respect of this Equipment will be re-instituted up to and including the time the Equipment is returned to AT-PAC. Should AT-PAC sell to Purchaser for whatever reason its hire stock that has been marked with its security paint, it is Purchaser's responsibility to remove all traces of the said paint and the sale is conditional upon the removal of such paint. Title to any sold Equipment does not pass to the Purchaser until all traces of the paint have been removed and Equipment bearing the paint remains with AT-PAC whether or not the items have been paid for.

16.0 IDENTIFICATION OF EQUIPMENT
All Equipment is to be returned in the exact dimensions supplied. Only Equipment provided by AT-PAC and identified by AT-PAC as such will be accepted at the end of the hire period.

17.0 VALUE ADDED TAX (VAT)
Unless specifically stated otherwise, prices and rates shown in quotations, contracts, invoices, certificates and correspondence are net exclusive of VAT, which will be payable to AT-PAC as an addition to the rates chargeable at the rates laid down from time to time by the law.
AT-PAC shall be entitled to adjust the rates and amount of VAT retrospectively or otherwise comply with any rulings made by H.M. Customs and Excise affecting any goods sold, hired or provided by AT-PAC.

18.0 LAW
This contract will be subject to the laws of the country in which it is made. Payment will be in pounds sterling.

Company Name	
Authorised Signatory Print	
Authorised Signatory Sign	
Date	