



One piece tanks

Quality tanks since 1973



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Guidelines for locating water tanks

General

The following recommendations are generally for elevated tanks, as tanks at elevated positions can cause serious damage to the surrounding area in the event of wall, pipe or structural support failure resulting in water spilling out at a fast rate. Consideration must be given to minimise the effects of such an occurrence, in terms of the positioning of the tank and regular inspection for defects.

- Water tanks should be located so as to prevent water damage or consequential loss in the event of leakage howsoever occurring.
- All tanks which are located above water sensitive areas should have a bund wall around them with adequate evacuation ducts.
- All other tanks should have condensation or drip trays to prevent nuisance damage and to keep floors dry.

Over the years we have seen tanks fail due to age, lack of maintenance, failure of the structural supports underneath the tanks, contaminated water attacking the internal fittings, ball valve failure where overflows were not fitted, vandalism etc.

Water tanks on top of buildings

Water tanks located on top of any building should be sited at least 1.2 meters away from the edge of the building.

It would be preferable if the water tank was sited 1.5 times the height of the tank away from the edge of the building. In the event of failure, this would allow the water to spread itself over a much wider area before spilling over the edge of the building and possibly taking personnel or debris with it.

Water tanks on elevated structures

For water tanks located on top of elevated structures, a walkway of at least 1 meter should be provided all round the water tank to allow for maintenance and inspection. This walkway should comply with health and safety regulations.

Potable water tanks

To comply with the Health & Safety Executive regulations on the Control of Legionellosis 1998, Cold Water Storage Tanks must be located in areas that are "readily accessible for cleaning". Regular Maintenance and Inspections as required by Health & Safety Legislation.

One piece tanks

Tricel (Killarney) Manufactures a variety of one piece cold water storage tanks. They are durable, one piece constructions are easy to install and represent excellent value for money. These come in sizes from 45 to 2275 Litres. One piece tanks can also be supplied Insulated to Format 30, thus meeting Dublin Corporation requirements for Break Tanks.

The Following Sizes are EX stock

Length	Width	Height	Height if Insulated	Litres	Gallons
495	370	345	420	45	10
670	530	565	640	182	40
1230	575	575	650	318	70
1310	680	610	685	454	100
1645	1075	545	610	682	150
1660	1055	690	765	909	200
1660	1055	845	920	1136	250
1660	1245	845	1015	1363	300
2030	1500	1322	1322	2700	600
2545	1330	615	775	1818	400
1880	1375	1140	1300	2275	500
2690	1830	1040	1047	3637	800
2688	1674	1319	1319	4546	1000

- All the above capacities are nominal.
- Insulated one piece tanks come complete with insulated covers.
- GRP covers and condensation trays are available for all sizes.
- When the tanks are installed space is required above the tanks for access.

It is important that the base of these tanks be fully supported in use.

- Ensure that the base of the cistern is adequately and uniformly supported over its whole area.
- Support and align the pipes so as not to distort the cistern, and do not over tighten the back nuts.
- Ensure that circular holes for fixing pipes have a clean edge, free from notches, and cut them with a hole saw or drill them with a sharp cutter.
- Position the cistern so that it is not in close proximity to any source of heat.
- The tank should not be left unattended during commissioning.
- Check that internal steel stays are in place.
- Adequate overflows should be fitted to prevent the tank from being pressurised.
- Tanks in exposed places may be susceptible to movement in high winds, especially when empty.

Condensation trays

- Tricel (Killarney) manufacture condensation trays to suit all sizes of water storage tanks.
- Condensation trays should be used in any instance where condensation, drips from pipe work or from the tank could cause nuisance damage or render floors wet and slippery.
- Condensation trays should be water tested at time of testing tank.

A condensation tray is not a substitute for a bund wall or for tanking out a room.

APPROPRIATE OVERFLOWS MUST BE FITTED AS CLOSE AS POSSIBLE TO THE BASE OF THE TRAY. THESE MUST BE FITTED BEFORE THE TANK IS FILLED.

Tanks insulated and finished to Format30

- Current legislation states that water hot or cold, in any premises that might be used for human consumption must be of potable quality.
- In addition to tank material specifications, there are now further requirements for lid design, the screening of vents, breathers, overflows, warning tell tale pipes and the provision of insulation which will help prevent freezing and also help keep water as cool as practicable, ideally less than 20⁰C.
- Format 30 is Tricel (Killarney) description of tanks with covers, complete with screened vents, overflows, warning pipes etc and having side wall and lid with a (u) value of 2.5 w/m²K. This value meets the requirements of section 30 of the water bye laws in the majority of situations. Tanks in boiler rooms etc may also need additional base insulation. The purchaser can specify extra requirements or thermal transmittance after considering the period of protection necessary, the tank location and the surrounding conditions.

Please Note : Insulation slows down but does not prevent heat loss or gain over protracted periods. Additional information is available in BS 7491 & BS 6700.

Pipe connections for cold water storage tanks

- If the tank is to be drained down at a fast rate or by pumps etc., Tricel (Killarney) should be contacted so that adequate vents can be placed on the tank. The standard vent is 1".
- Connections of 100mm (4") nominal bore or over require studded flange pads to suit BS 1962, table D&E flanges for pipework connections.
- Connections below 100mm (4") nominal bore may be made by cutting holes in situ. First determine whether single or double sided connections are required and cut hole in panel to suit external pipe diameter.
- For connections over 50 mm (2") nominal bore use two flanges screwed BS21 taper thread, drilled to BS 10. Offer one flange to panel concentric with hole and transfer drill bolt holes into panel. Set one flange to external pipe and using appropriate gaskets, assemble external flanged pipe using other flange as an internal backing plate. Finally bolt up.
- For double sided connections proceed as above, replacing internal flange with the required fitting, e.g. ball valve, strainer basket etc.
- For connections of 50 mm (2") nominal bore or less proceed as above or alternatively use threaded flanges or backnuts (with rubber gaskets) on standard long screw to BS 1387.

All pipe work must be self supporting. If welded or brazed-on flanges are used, all heat must be dissipated before connections are made to the tank. Holes may be cut with normal metal working tools.

Pipe connections for insulated cold water storage tanks

The areas where pipe connections can be made on insulated tanks are more restricted than in standard tanks, there is a recess in the insulation to allow for the pipe connection. Standard insulated tanks come with three insulation recesses. More can be supplied if required.

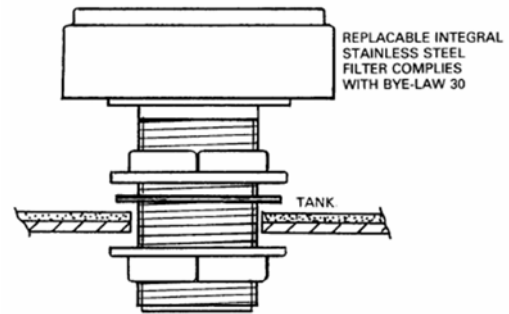
Recesses for connections can be made in different locations but Tricel (Killarney) must be notified of this prior to order.

Format 30 fittings

Screened airinlet vent.

One of these is to be fitted to the lid in every Format 30 Tank, the hole for the vent will be pre-drilled in the lid panel. Larger tanks may require more than one vent.

Note: During commissioning the air inlet vent should be checked to ensure that it is attached correctly to the tank.

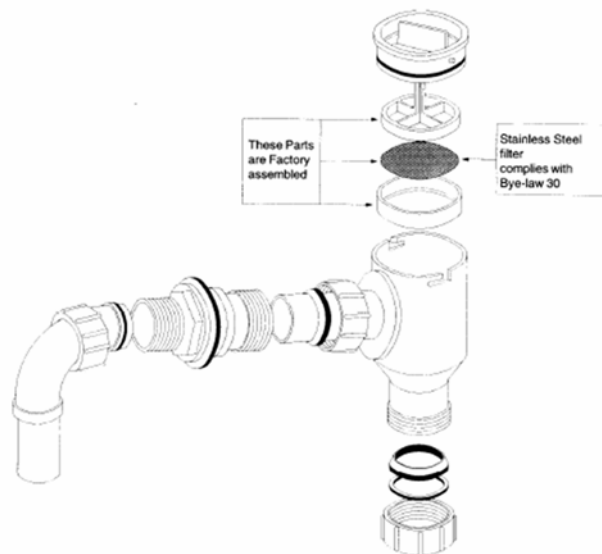


Screened overflow

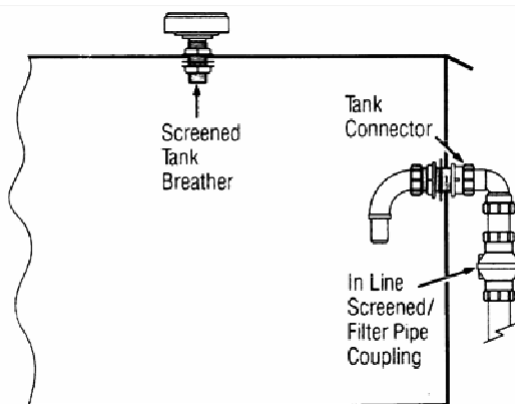
A 1 1/2" screened overflow is supplied with each Format 30 tank. Please contact us if a different size is required. These are not fitted by Tricel (Killarney)

Overflows larger than 1 1/2" have a different configuration.

Warning or tell tale pipes if specified must also be screened.



Bye Law 30 fittings.



Maintenance recommendations for one piece water storage tanks

Maintenance Interval : Minimum of once yearly.

Check List

1. All internal supports should be checked for corrosion, if corrosion is found it should be rectified immediately.
2. Check generally for leaks or drips.
3. Check that all pipe work connected to the tank is suitably braced.
4. Check that the structural supports under the tank are in good condition.
5. If overflow and/or air inlet screens are fitted, check that they have not become blocked.
6. If insulated check that insulation and the manhole is securely fixed and not damaged, if they are damaged then the tank is not in compliance with Byelaw 30.
7. If not insulated in accordance with Byelaw 30, ensure that people can not consume water from the tank. We can advise on upgrading the tank to Byelaw 30 standard.
8. If there is a condensation tray with the tank, ensure that it has an overflow fitted and that it has not been damaged.
9. If the tank has a cover and is sited out of doors, check that the cover has not suffered structural damage and that it is securely bolted down.
10. If the area underneath / adjacent to the tank has become water sensitive check that the tank room is banded with adequate escape ducts.
11. If the tank room is banded, check that it is in good condition.

Note : Further information on the Health & Safety aspect, reference water quality is available in BS 6700.

Glossary of terms

One Piece Tank : Rectangular fixed container assembled for the storage of water at atmospheric pressure and at a maximum temperature of 30^oC.

Note : This temperature is higher than is acceptable for drinking water, which should not normally exceed 20^oC.

Nominal Capacity : Volume contained in a tank, measured up to the top edge of the side walls. Actual Capacity : Volume contained in the tank up to the maximum working level, this can be between 10 and 50% less than the Nominal Capacity.

Bund Wall : Structure situated underneath water tanks. It's purpose is to protect the building from water damage. All water tanks located above areas that are water sensitive should be banded.

Vent : Opening to the atmosphere to allow for the movement of air resulting from changes in the water level so that the water always remains at atmospheric pressure.

Warning Pipe : Pipe so fixed that it's outlet, whether inside or outside a building, is in a conspicuous position where the discharge of water can be readily seen.

Overflow Pipe : Pipe connected to the tank to discharge any overflow therefrom.

Note : We recommend the installation of two tanks in buildings as this will facilitate maintenance of tanks without effecting the water supply to the building.

Leakage Test : The duration of the test should be a minimum of 24 hours, commencing at least 2 hours after the tank has been filled. The tank should be inspected at regular intervals and not deserted during commissioning (first filling with water). The leakage test is not carried out by T .

BS 6700 : 1997 : Specification for design, installation, testing and maintenance of services supplying water for domestic use within building and their curtilages.

TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

1. INTERPRETATION

1.1 The following definitions and rules of interpretation shall apply in these terms and conditions of supply (the "Conditions").

Contract: the contract between the Customer and the Supplier for the sale of Goods and the supply of Services which results from: (i) submission by the Customer of its order in respect of Goods and/or Services and the written acceptance of same by the Supplier on and subject to these Conditions; or (ii) if earlier, the Supplier delivering the Goods and/or the Services to the Customer pursuant to Condition 3.1, both of which shall be deemed to expressly incorporate these Conditions by reference.

Customer: the person, firm or company named in the Contract who purchases Goods and/or Services from the Supplier.
Customer's Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.
Customer In-put: the site preparation works to be carried out at the Delivery Address by the Customer and all Documents, information and materials provided by the Customer relating to the Goods and Services, including (without limitation) the information specified in the Installation and Maintenance Instructions.

Delivery Address: shall have the meaning given in Condition 3.1.

Document: includes, without limitation, in addition to any document in writing, any specification, drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Goods: all goods manufactured or supplied by the Supplier or its agents, subcontractors, consultants and employees.

Group: in relation to a company, that company, its subsidiaries (within the meaning of section 155 of the Companies Act 1963), its holding companies (within the meaning of section 155 of the Companies Act 1963) and any other subsidiaries of its holding companies.

Installation and Maintenance Instructions: the Customer instructions concerning site preparation and facilities which are required by the Supplier in respect of delivery of the Goods and performance of the Services.

Services: the installation and commissioning of Goods by the Supplier under the Contract together with any other services which the Supplier provides, or agrees to provide, to the Customer under the Contract.

Supplier: Tricel (Kilroney) or a member of its Group named in the Contract.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Goods or Services which is not the subject of a separate agreement between the Customer and the Supplier pursuant to which the Customer procures title to goods from the Supplier.

VAT: value added tax chargeable under Irish law for the time being and any similar additional tax.

1.2 Headings in these Conditions shall not affect their interpretation.

1.3 References in the Contract to "Conditions" are to the conditions set out herein.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment (within the meaning of section 15 of the Interpretation Act 1953) and any other subsidiary of its holding companies.

1.6 Any obligations in these Conditions on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

(a) apply to and be expressly incorporated into the Contract; and
(b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of quotation, specification or other Document supplied by the Customer, or implied by law, trade, custom, practice or course of dealing.

2.2 The Customer's purchase order or the Customer's acceptance of a quotation for Goods and Services which does not expressly incorporate these Conditions, constitutes an offer by the Customer to purchase the Goods and Services on these Conditions. A contract for the supply and purchase of Goods and Services will only be established when such purchase order or quotation has been accepted by the Supplier:

(a) either expressly by a written acknowledgement issued and executed by the Supplier; or

(b) if earlier, by the Supplier delivering the Goods and/or the Services to the Customer pursuant to Condition 3.1.

2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with Condition 2.2. Any quotation is valid for a period of 30 days from its date, unless the Supplier withdraws it sooner.

2.4 All samples, drawings, descriptive material, specifications and advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract and this is not a sale by sample by the Supplier.

3. DELIVERY

3.1 Delivery of the Goods shall only take place: (i) on delivery by the Supplier of the Goods to the Customer's place of business or the location identified by the Customer in writing for the purposes of delivery (the "Delivery Address"); or (ii) when the Goods have been collected from the Supplier's premises by a carrier or agent acting on behalf of the Customer for the purposes of delivery, whichever is applicable.

3.2 Any dates specified by the Supplier for delivery of the Goods and performance of the Service are intended to be an estimate only and time for delivery or performance may not be made of the essence by notice from the Customer. If no dates are so specified, delivery shall be within a reasonable time.

3.3 Subject to the other provisions of these Conditions, the Supplier shall not be liable for any costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or Services (even if caused by the Supplier's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days and is due to the fault of the Supplier.

3.4 If for any reason the Customer fails to accept delivery of any of the Goods or Services when they are ready for delivery, or the Supplier is unable to deliver the Goods or Services because the Customer has not provided appropriate Customer Inputs, instructions, licences or authorisations:

(a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Supplier's negligence);
(b) the Goods shall be deemed to have been delivered; and
(c) the Supplier may store the Goods until delivery actually takes place, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3.5 The Customer shall provide at the Delivery Address and at its expense adequate and appropriate equipment and manual labour for unloading the Goods.

4. NON-DELIVERY

4.1 The quantity of any consignment of Goods as recorded by the Supplier on despatch from the Supplier's premises shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

4.2 If the Supplier shall not be liable for any non-delivery of Goods (even if caused by the Supplier's negligence) unless the Customer gives written notice to the Supplier of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received by the Customer.

4.3 Any liability of the Supplier for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time.

5. RISK/TITLE

5.1 The Goods are at the risk of the Customer from the time of delivery pursuant to Condition 3.

5.2 Ownership of the Goods shall not pass to the Customer until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of: (a) the Goods and the Services; and

(b) all other sums which are or which become due to the Supplier or any other member of its Group from the Customer on any account.

5.3 Until ownership of the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as the Supplier's bailee;
(b) not sell, let on hire, mortgage, charge, pledge, transfer as security or part with possession of the Goods or purport to do so;

(c) store the Goods (at no cost to the Supplier) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property;

(d) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
(e) maintain the Goods in a condition satisfactory to the Supplier and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request the Customer shall: (i) produce the policy of insurance to the Supplier; or (ii) demonstrate its compliance with this Condition to the reasonable satisfaction of the Supplier.

5.4 The Customer's right to possession of the Goods shall terminate immediately if the Customer:

(a) has a bankruptcy or insolvency order made against him/it or makes any arrangement or composition with his/its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;

(b) convenes a meeting of his/its creditors (whether formal or informal), or takes any steps to enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose of a bona-fide reconstruction or amalgamation, or has a liquidator only, receiver, or an administrator appointed over the whole of its assets or undertaking or any part thereof, or documents are filed with any court of competent jurisdiction for the appointment of a liquidator, receiver or an administrator over the whole of its assets or undertaking or any part thereof, or a resolution is passed or a petition presented to any court of competent jurisdiction for the winding-up of the Customer, or any other steps are taken or proceedings are commenced analogous to the aforementioned and relating to the insolvency or possible insolvency of the Customer;

(c) suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Supplier and the Customer, or is unable to pay its debts as when they fall due or ceases to trade; or

(d) encumbers or in any way charges any of the Goods or purports to do so.

5.5 The Supplier shall be entitled to recover payment for the Goods and the Services notwithstanding that ownership of any of the Goods has not passed from the Supplier.

5.6 If title ownership of the Goods has passed to the Customer, the Customer hereby grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect or repair or replace (at the Customer's cost) the Goods, or, where the Customer's right to possession has terminated, to recover them.

5.7 Where the Supplier is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Supplier or any other member of its Group to the Customer in the order in which they were invoiced to the Customer.

5.8 On termination of the Contract, howsoever caused, the Supplier's (but not the Customer's) rights contained in this Condition 5 shall remain in effect.

6. LIABILITY AND INDEMNITY

6.1 The Supplier makes no express or implied warranty, representation or undertaking and assumes no responsibility whatsoever concerning the quality, nature or fitness for purpose of the Goods and Services. The Supplier accepts no liability whatsoever for any direct, indirect or consequential loss or damage suffered by any person or entity as a result of any defects in or usefulness for purpose of the Goods and Services.

6.2 Without prejudice to Condition 6.1, the Supplier (at its sole discretion) may elect to repair or replace free of charge any part or parts of the Goods and Services which are considered by the Supplier to be defective or unfit for purpose due to fault in design, installation, inferior materials or fault in manufacture for which it is responsible (the "Supplier Option"). The Supplier will only exercise the Supplier Option if the Customer notifies the Supplier in writing within three months of the date of delivery pursuant to Condition 3 that the Goods or Services are defective or unfit for purpose.

6.3 If the Customer is a consumer, the Customer's legal rights in relation to Goods or Services that are faulty or not as described are not affected by the provisions of this Condition 6. Advice about a consumer's legal rights is available at www.consumerhelp.ie.

6.4 This Condition 6 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

(a) any breach of the Contract, including any deliberate breach of this Contract by the Supplier, its employees, agents or subcontractors;
(b) any use made by the Customer of the Goods and Services or any part of them; and
(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

6.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

6.6 Nothing in these Conditions limits or excludes the liability of the Supplier:

(a) for death or personal injury resulting from negligence;
(b) for any other matter which would be illegal for the Supplier to exclude or attempt to exclude its liability;
(c) for fraud or fraudulent misrepresentation;
(d) under implied conditions as to title contained in section 12 of the Sale of Goods Act 1893.

6.7 The Customer undertakes that:

(a) it shall use the Goods strictly in accordance with the user manuals and weight, capacity and/or use specifications which are supplied in connection with the Goods (the "Specifications"); and
(b) it shall not exceed, deviate from, or use the Goods in any manner in contravention of or otherwise than in accordance with the Specifications.

6.8 If the Customer uses the Goods in any manner otherwise than in accordance with the Specifications, the Supplier shall be exempt from any and all liability howsoever arising for any direct, indirect or consequential losses and damages suffered by any person or entity as a result of such use.

6.9 The Customer unconditionally and irrevocably agrees to indemnify and keep indemnified the Supplier from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Supplier and arising from any claim brought by any person or entity against the Supplier howsoever arising from or in connection with: (i) the Contract; (ii) the supply of Goods and Services pursuant to the Contract; or (iii) the Customer's use of the Goods.

7. HEALTH & SAFETY INSTRUCTIONS, MANUALS AND PRODUCT LITERATURE

7.1 The Customer hereby agrees and acknowledges that safety information, manuals and product literature is available to it concerning the steps to be taken by the Customer to ensure that the Goods are used, handled, processed, stored or transported safely and without risk to the health of the Customer, its agents, subcontractors, consultants and employees. The Customer must immediately contact the Supplier if it is not in possession of such safety information, manuals or product literature and must refrain from using the Goods for any purpose whatsoever until it is in receipt of and has read and understands such safety information, manuals or product literature. The Supplier hereby agrees and acknowledges that certain Goods are sold in containers which may have

hazard information and conditions of safe use as part of their container identification and labelling. The Customer hereby agrees to comply in full with any such information and conditions of safe use.

7.2 The Supplier shall use reasonable endeavours to observe all applicable health and safety rules and regulations, and any other reasonable security requirements that apply at the Customer's premises and that have been communicated to the Supplier under Condition 7.3(b), provided that it shall not be liable if, as a result of an observation, it is in breach of any of its obligations under these Conditions.

7.3 THE CUSTOMER SHALL:

(a) before and during the supply of the Services, be responsible (at its own cost) for safely preparing and maintaining the relevant premises for the purpose of delivery of the Goods and Services, including identifying, monitoring, removing and disposing of any hazardous materials from such premises in accordance with all applicable laws;

(b) inform the Supplier of: (i) all health and safety rules and regulations and any other reasonable security requirements that apply at the relevant premises set out in Condition 7.3(a); and (ii) all of the actions taken by the Customer in satisfaction of its obligations under Condition 7.3(a); and

(c) ensure that all of the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant standards or requirements and codes of industry practice.

8. CUSTOMER'S OBLIGATIONS IN RELATION TO THE GOODS AND SERVICES

8.1 THE CUSTOMER SHALL:

(a) co-operate with the Supplier in all matters relating to the delivery of the Goods and Services;

(b) provide the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge to the Supplier, with access to the Customer's premises, office accommodation, data and other facilities as set out in the Installation and Maintenance Instructions and as reasonably required by the Supplier;

(c) provide to the Supplier, in a timely manner, such Customer In-put and other information as the Supplier may require and ensure that such Customer In-put and other information is accurate in all material respects;

(d) in relation to the Services and before the date on which the Services are to commence, obtain and maintain all necessary licences and consents and comply with all relevant legislation in connection with:

(i) use of the Supplier's Equipment;

(ii) use of Customer In-put; and
(iii) use of the Customer's Equipment,

insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment; and

(e) promptly inspect and test the Goods and Services when notified by the Supplier that they are ready for use.

8.2 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or to deliver in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses in writing.

8.3 TERMS SPECIFIC TO SALES MOULDING

(a) The Customer shall pay the quoted cost of any tool which is specially bought or made by the Supplier for the purpose of the order placed by the Customer and no part of such payment by the Customer shall be refunded. Any such moulding tools shall, unless otherwise agreed in writing between the Customer and the Supplier, remain in the possession of the Supplier who shall keep them in reasonable repair, provided always that the Supplier may dispose of such moulding tools if they have not been used for three consecutive years.

(b) If the Supplier holds moulding tools for the purpose of the sale of Goods or the supply of Services hereunder, such moulding tools will be kept fully insured by the Customer. The Supplier shall not be required to maintain any insurance in respect of such moulding tools and nor shall the Supplier be liable or for any loss whatsoever which may arise therefrom.

9. CHARGES AND PAYMENT

9.1 In consideration of the supply of the Goods and the Services by the Supplier, the Customer shall pay the charges as set out in the relevant invoice for the Goods and the Services.

9.2 The Supplier shall be entitled to issue an invoice to the Customer for the Goods and Services on delivery of the Goods in accordance with these Conditions.

9.3 The total price for Goods and the Services shall be paid in full and in cleared funds by the Customer to a bank account nominated in writing by the Supplier (without deduction or set-off) on the date of issue of the Supplier's invoice, unless credit terms have been agreed in writing between the Customer and the Supplier.

9.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:

(a) claim interest under the European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended by the European Communities (Late Payment in Commercial Transactions) (Amendment) Regulations 2014;

(b) suspend all Services until payment has been made in full; and/or
(c) suspend services or delivery of goods under any other contract with the Customer or any other member of its Group.

9.5 Time shall be of the essence in respect of payment for Goods and Services.

9.6 All sums payable to the Supplier under the Contract shall become due immediately on its termination, notwithstanding any other provisions contained in these Conditions. This Condition 9.6 is without prejudice to any right whatsoever belonging to the Supplier to claim interest under law or the Contract.

9.7 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier (or any other member of its Group) against any liability of the Supplier (or any other member of its Group) to the Customer.

10. PROPERTY RIGHTS

10.1 The Supplier reserves ownership of and copyright in all drawings, data or specifications which it prepares in relation to the Goods and Services (the "Materials").

10.2 The Customer shall not, without the Supplier's prior written consent, disclose or make available to the Supplier's competitors any of the Materials for any purpose whatsoever, including, but not limited to, for the purpose of procuring estimates or quotations.

10.3 Before the date of delivery of the Goods and performance of the Services the Customer shall ensure that it has secured permission from all relevant persons for the purposes of enabling the Supplier to use any Customer Documents and the Customer In-put free of charge.

10.4 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer (including the Supplier's Equipment) shall, at all times, be and remain as between the Supplier and the Customer the exclusive property of the Supplier, but shall be held by the Customer in safe custody at all times at the risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

11. TERMINATION

11.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other:

(a) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 214 of the Companies Act 1963; or

(c) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11.2 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt by the Customer;

(b) the Customer shall return all of the Goods and the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of such Goods and Supplier's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

(c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

12. FORCE MAJEURE

The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of data, suppliers or subcontractors.

13. VARIATION

13.1 The Supplier may, from time to time and without notice, change the Goods and Services supplied by it in order to comply with any changes in the Supplier's methods of production or any applicable safety or statutory requirements.

13.2 Subject to Condition 13.1, no variation of the Contract or these Conditions or of any of the Documents shall be valid unless it is in writing and signed by or on behalf of the Supplier and the Customer.

14. WAIVER

14.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude, or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

14.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15. SEVERANCE

If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

16. ENTIRE AGREEMENT

16.1 The Contract and these Conditions constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to the sale of Goods and Services by the Supplier.

16.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently).

16.3 Nothing in this Condition shall limit or exclude any liability for fraud.

17. ASSIGNMENT

17.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract.

17.2 The Supplier may at any time assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

17.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

18. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

19. NOTICES

19.1 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Customer's purchase order or the Supplier's quotation or confirmation of acceptance or as otherwise specified by the relevant party in writing to the other party. Any notice hereunder shall be deemed to have been duly received if delivered personally, when left at that address or, if sent by pre-paid post or recorded delivery, at 9.00am on the second working day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

19.2 This Condition 19 shall not apply to the service of any in any proceedings or other documents in any legal action.

19.3 Communications in relation to the Contract may be given by email to the address specified in the Customer's purchase order or the Supplier's quotation or confirmation of acceptance save that any notice required to be given under the Contract shall not be validly served if sent by e-mail.

20. GOVERNING LAW AND JURISDICTION

20.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of Ireland.

20.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).

21. CONSUMER RIGHTS (INCLUDING RIGHT OF CANCELLATION IN THE CONTRACTS CONCLUDED AT DISTANCE WITHOUT THE CUSTOMER MEETING THE SUPPLIER OR THE SUPPLIER'S REPRESENTATIVES)

21.1 In circumstances where the Customer is a consumer (i.e. a natural person, as against a company, who is acting for purposes which are outside of his or her trade, business, craft or profession), the Customer's rights (including his or her right to return the Goods) pursuant to the Contract are supplemented by his or her statutory consumer rights (including those consumer specific rights which are contained in the Supplier's Online Terms and Conditions of Supply, a copy of which is available at www.tricel.ie or on request by the Customer). For further information concerning the Customer's rights as a consumer, please see www.consumerhelp.ie.



TRICEL

GENERATIONS OF INNOVATION

Tricel (Killarney) Unlimited Company Trading as Tricel
Ballyspillane Ind. Est., Killarney, Co. Kerry, Ireland.

Tel: +353 (0) 64 6632421 | Email: sales@ie.tricel.eu | www.ie.tricel.eu

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