

Forté Industries

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Terms and Conditions of Purchase

Revision date: 27 August 2026

These terms and conditions apply to all orders placed by Forté Industries for the supply of goods and services. By accepting an order from us, the Supplier agrees to be bound by these terms.

1. Definitions

"Buyer" means Forté Industries, of Rossnadough, Camross, Co. Laois, R32 EV77, Ireland.

"Supplier" means the person, firm or company to whom the Order is addressed.

"Order" means the Buyer's purchase order to which these conditions are attached or in which these conditions are referenced.

"Goods" means the goods, materials or items described in the Order, and "Services" means any services described in the Order.

2. Basis of Contract

The Order constitutes an offer by the Buyer to purchase the Goods or Services in accordance with these conditions. No terms submitted by the Supplier, whether in a quotation, acknowledgement, invoice or otherwise, shall form part of the contract unless expressly accepted in writing by the Buyer.

The Order shall be deemed accepted on the earlier of the Supplier issuing written acceptance or the Supplier taking any step consistent with fulfilling the Order.

3. Price and Payment

The price stated in the Order is fixed and inclusive of all packaging, insurance and carriage costs, but exclusive of VAT, which shall be shown separately on the invoice.

No increase in price may be made without the prior written agreement of the Buyer.

Unless otherwise agreed in writing, the Buyer shall pay correctly rendered and undisputed invoices within 30 days of the end of the month in which the invoice is received.

The Buyer may set off against any sums due to the Supplier any amount owed by the Supplier to the Buyer.

4. Delivery

The Goods shall be delivered to the address and on the date specified in the Order. Time of delivery is of the essence.

The Supplier shall give the Buyer reasonable advance notice of any anticipated delay. Where the Supplier fails to deliver on the agreed date, the Buyer may cancel the Order in whole or in part without liability.

Delivery is not complete until the Goods have been unloaded at the delivery point and accepted by the Buyer.

5. Quality and Inspection

The Supplier warrants that the Goods shall correspond with their description and any specification provided, be of satisfactory quality and fit for purpose, be free from defects in design, material and workmanship, and comply with all applicable statutory and regulatory requirements.

The Buyer may inspect and test the Goods at any time before delivery. Inspection or payment shall not constitute acceptance.

Where the Goods do not comply with clause 5.1, the Buyer may reject them and require repair, replacement or a full refund, without prejudice to any other remedy.

6. Title and Risk

Risk in the Goods passes to the Buyer on completion of delivery. Title passes to the Buyer on the earlier of delivery or payment.

7. Indemnity and Insurance

The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses suffered or incurred by the Buyer arising out of or in connection with any breach of these conditions or any claim that the Goods infringe a third party's intellectual property rights.

The Supplier shall maintain adequate insurance cover with a reputable insurer and shall produce evidence of that cover on request.

8. Health, Safety and Site Conduct

Where the Supplier attends the Buyer's premises, the Supplier shall comply with all site rules, safety instructions and the Safety, Health and Welfare at Work Act 2005 and any regulations made under it.

9. Termination

The Buyer may terminate the contract in whole or in part at any time by giving written notice to the Supplier, in which case the Buyer shall pay for Goods properly delivered and Services properly performed up to the date of termination.

The Buyer may terminate immediately where the Supplier commits a material breach, becomes insolvent, or has a receiver, examiner or liquidator appointed.

10. Governing Law and Jurisdiction

The contract and any dispute or claim arising out of it shall be governed by and construed in accordance with the laws of Ireland. The parties submit to the exclusive jurisdiction of the courts of Ireland.