

Bord lascaigh Mhara An Cheannoifig Bóthar Crofton, Dún Laoghaire, Co. Bhaile Átha Cliath A96 F5A0 Bord Iascaigh Mhara Head Office Crofton Road, Dún Laoghaire, Co. Dublin T +353 (0)12144100 F +353 (0)12841123 www.bim.ie

General Conditions of Sale

ICE Revenue

- 1. Ownership Retention
 - 1.1 Title of cost of goods sold is transferred to the Customer once B.I.M has received payment in full for a) the goods and b) other goods or services that B.I.M has supplied to the Customer
 - 1.2 If any exchanging of ice cards is detected (using another ice card to get ice for the payment defaulter), then the "exchanger's" ice card also needs to be cancelled without notice.
 - 1.3 If the Customer is in default of payment on the due date, B.I.M is allowed to recover the cost of goods sold where they may be located, at cost to the Customer, whether or not they are already processed. If any payment is overdue, the Customer becomes insolvent or bankrupt, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, B.I.M may, without prejudice terminate all outstanding contracts with the Customer.
- 2. 2.1 Any complaints regarding 'ICE' goods shall be made in writing & within 7 calendar days upon receipt of goods, at the penalty of inadmissibility. The Customer provides proof of the inferior or bad quality of the delivered product, the purchase price of the used quantity of the goods shall be considered as the maximum amount of compensation. The Customer is not entitled to any other compensation for damages, regardless of the legal basis which he cites.
 - 2.2 Disputes concerning invoices are to be reported to B.I.M in writing by the Customer, no later than 7 days after receipt of the invoice, otherwise the invoice is considered to comply with what has been agreed. The Customer is expected as having to receive the invoice by the third working day after the date of invoice.
- 3. 3.1 Unless otherwise agreed in writing, all payments are due strictly within thirty days of the invoice date at the registered office of B.I.M and into the bank account indicated by B.I.M, unless otherwise agreed in writing.
 - 3.2 In cases of failure to pay on the due date, all outstanding sums shall become immediately due. The Customer will receive notification of overdue amounts and without notice of default have their Ice Card withdrawn with immediate effect.

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4.1 BIM does not produce and market ice for direct human consumption. Flake ice is produced primarily for chilling fish and occasionally for chilling fresh produce and canned or bottled drinks and is not sold by BIM for any other purposes. BIM only sells ice to owners/operators of fishing vessels and to businesses working with seafood.

Training/ Course Revenue

- 5.1 No application to attend a Course will be considered for acceptance by B.I.M unless a registration form is completed by the student. The registration details must include names and dates of birth
- 5.2 Any Training Course fees must be paid 100% in advance before attendance at any workshop or training facility. No certificate will be issued to any student until full payment has been received, a passport photo is provided and student's attendance has been verified.
- 5.3 The course fee includes such documentation as is appropriate to the course. The cost of light refreshments and lunch are not provided unless otherwise stated in the course documentation. Travel, accommodation and any other expenses incurred by the attendees are not included in the course fee
- 5.4 B.I.M reserves the right to cancel courses or rearrange course dates and course locations. B.I.M will endeavour at all times to give the customer as much advance notice as possible of any change. In the event of a cancellation, or if the course cannot be rearranged to the satisfaction of the customer, then B.I.M will provide a full refund of the course fees.

5.5 B.I.M will not be liable for any other costs incurred in the cancellation or re-arrangement of courses 5.6 B.I.M reserves the right to issue Safety Training Cards until the BST course is complete. Each card will contain students name, address & BIM Card No, which is unique to each candidate. €30 admin fee is charged for any cards which need to be re-issued due to been lost or stolen.