

**TB Lyttle & Sons, T/A 'Lisnasure Interiors' and 'Hanna & Browne Giftwares' -  
in administration ('The Partnership')**

## **Terms and Conditions of Sale**

1. The Buyer acknowledges that it has inspected the Goods and shall take the same as and where they lie in the condition in which they are in at the date of purchase and that the TB Lyttle & Sons, T/A 'Lisnasure Interiors' and 'Hanna & Browne Giftwares' - in administration ('The Partnership') is entering into this contract only upon the express agreement of the Buyer that all warranties, conditions, guarantees or representations express or implied, statutory or otherwise relating to any of the Goods including guarantees as to title are excluded, and the Seller shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defect or deficiencies of any sort in any of the Goods.
2. It is agreed by the Buyer that the terms, conditions and the exclusions of this contract are fair and reasonable in the context of a sale of Goods by a Partnership in Administration and accord with normal practice on sales by an administrator bearing in mind that:
  - 2.1 the Administrator's knowledge of the Goods is limited;
  - 2.2 notice has been given to the Buyer that the Buyer must rely absolutely on the Buyer's own opinion concerning:
    - 2.2.2 the quality, state, and condition of the Goods; their fitness and/or suitability for any purpose; the possibility that some or all of the Goods may have defects not apparent on inspection and examination; and
    - 2.2.3 the possibility that the Buyer may not acquire title to all or any of the Goods together with the fact that the Buyer may have no remedy under this contract should that happen.
- 3 The Buyer acknowledges and agrees with the Seller and the Administrator as follows:
  - 3.1 that if it is found that the Seller does not have title or unencumbered title to any of the Goods purported to be sold under this contract the Buyer expressly agrees that it shall have no right either to claim damages or a reduction in the price;
  - 3.2 that the Buyer has been given every reasonable opportunity it or they may wish to examine and inspect the Goods and the Buyer is aware of the need to rely on that inspection by reason of the absence of warranties;
  - 3.3 save only as provided by the provisions of section 2(1) of the Unfair Contract Terms Act 1977 (an not further or otherwise) the Seller and the Administrator shall not be liable for any loss, damage, expenses or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defect or deficiency of any sort in any of the Goods and that in the event that a claim is made by the Buyer pursuant to section 2(1) of the Unfair Contract Terms Act 1977 such a claim will be treated as unsecured for the purposes of the administration of the Seller.
4. The Administrator of TB Lyttle & Sons, T/A 'Lisnasure Interiors' and 'Hanna & Browne Giftwares' - in administration ('The Partnership') is acting as agent of TB Lyttle & Sons, T/A 'Lisnasure Interiors' and 'Hanna & Browne Giftwares' - in administration ('The Partnership') and shall incur no personal liability in relation to the purchase of the Goods.

***ALL GOODS SOLD SUBJECT TO THE TERMS AND CONDITIONS OF SALE***

James Neill is authorised to act as an Insolvency Practitioner by the Institute of chartered Accountants of Ireland.

The Administrator is a Data Controller of Personal Data as defined by the Data Protection Act 1998. Personal Data will be kept secure and processed only for matters relating to the Administration.