

## TERMS AND CONDITIONS OF SUPPLY OF GOODS

Between CHARLES TENNANT (EIRE) LTD, Unit 71 Cookstown Industrial Estate, Tallaght, Dublin 24 (the "Seller") and the person(s), firm of company placing an order (The "Buyer")

### 1. GENERAL

In these clauses (the "clause") the following words have the following meanings:

"Contract" means any contract between the Seller and the Buyer for the sale and purchase of any goods in Ireland;

"Delivery Point" means the place where delivery of the Goods is to take place under Clause 5.1; and

"Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them).

### 2. APPLICATION OF THESE TERMS

2.1 -Subject to any variation under Clause 2.2 the Contract will be on the terms of the Clauses hereof to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation or order specification or other document.

2.2 -These clauses apply to all the Seller's sales and any variation to these Clauses and any representations about the Goods shall have no effect unless expressly agreed in writing and signed on behalf of the seller.

2.3 -Each order for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to purchase Goods subject to these Clauses.

2.4 -The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate

### 3. QUALITY OF GOODS.

All information concerning the Goods and their performance given orally or in writing by the Seller is given in good faith, but is not to be taken as a representation by the Seller as to performance and suitability of Goods sold. Performance may depend on local climatic and other conditions. Sales are made by the Seller on the basis that the Buyer has satisfied itself on the suitability of the Goods for its requirements.

### 4. TITLE AND RISK

4.1 -The Seller retains ownership of the Goods until full payment has been received for them. The Goods shall be at the Buyer's risk upon delivery at the Delivery Point.

4.2 -Until ownership of the Goods has passed to the Buyer, the Buyer must: (a) hold the Goods on a fiduciary basis as the Seller's bailee; (b) store the Goods (at no cost to the seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller; and (e) hold the proceeds of the insurance referred to in Clause 4.2 (d) on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

4.3 -The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods have not passed from the Seller.

4.4 -The Buyer grants the Seller, 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 them, or, where the Buyer's right to possession has terminated, to recover them.

### 5. DELIVERY TERMS AND CONDITIONS

5.1 -Unless otherwise agreed in writing by the Seller, delivery of the Goods shall take place at the Seller's place of business.

5.2 -Any dates specified by the Seller for delivery of the Goods are intended to be an estimate only and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery will be within a reasonable time.

5.3 -If for any reason the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations: (a) risk in the Goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence); (b) the Goods will be deemed to have been delivered; (c) the Seller may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

5.4 -The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and appropriate equipment and manual labour for loading the Goods.

5.5 -The Seller reserves the right to make deliveries of the Goods by instalments and the Buyer shall pay for such instalments as invoiced at the pro rata Contract rate.

5.6 -Any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

### 6. TECHNICAL ADVICE

The Seller assumes no liability for any technical advice given or results obtained from any technical advice, all such advice being given and accepted at the Buyer's risk. The Buyer shall be responsible for making its own tests and verifications before applying such technical advice.

### 7. WARRANTIES

7.1 -The Seller warrants title and that the Goods sold shall conform to the Seller's standard specifications. Seller excludes any warranty of any kind, express or implied, with respect to the Goods sold hereunder as to merchantability, fitness for a particular purpose or any other matter with respect to the goods whether used alone or in combination with other products.

7.2 -Subject to Clause 7.1, all warranties (express or implied), conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract with respect to the Goods whether used alone or in combination with other products.

### 8. CLAIMS

Any claims for shortage or for damage incurred in transit of the Goods must be made within three (3) days after the Buyer's receipt of Goods. All other claims for alleged defective goods must be made within ten (10) days after the Buyer learns of the facts on which such claim is based, but in no event later than thirty (30) days after the Buyer's receipt of the Goods. All claims not made in writing and received by the Seller within the time periods specified above shall be deemed waived. No claim will be allowed or returned Goods accepted if the Goods have been treated or processed in any manner, except upon proof satisfactory to the Seller of the existence of a latent defect not ascertainable before treating or processing and then only if such proof is submitted within ten (10) days after such defect becomes apparent.

### 9. LIMIT OF LIABILITY

9.1-Subject to Clauses 7 & 8, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of: any breach of these Clauses; and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

### 10. PRICE & PAYMENT

10.1 -The Buyer shall make all payments due under the Contract with any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order for the relevant set-off requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

10.2 -If the Buyer fails to pay the Seller any sum due pursuant to the Contract all outstanding invoices and payments payable to the Seller shall become due immediately. The Buyer will be liable to pay interest to the seller on such sums from the due date for payment at the monthly rate of 1.5% accruing on a daily basis until payment is made, whether before or after any judgement. Without prejudice to any of the rights or indemnities of the Seller, the Seller shall have the right to cancel any further deliveries if the Buyer fails to make any payment when due. The Buyer shall reimburse the Seller for all administrative and legal expenses incurred by the Seller in the collection of any such amounts payable by the Buyer.

### 11. ORDER CANCELLATION

Subject to Clause 13, if the Buyer cancels in part or in whole any order that has been accepted by the Seller, the Buyer shall be liable to pay to the Seller for that order in full.

### 12. TERMINATION

If payment is not received by the due date, or if the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statute for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer, the Seller reserves the right to terminate the Contract without having to give notice of default. Any instalments paid by the Buyer may be retained by the Seller by way of damages and/or interest.

### 13. FORCE MAJEURE

The seller may defer the date of delivery or cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in carrying on its business due to circumstances beyond the reasonable control of the Seller including, with limitation, acts of God, governmental actions, war or national emergency or defence requirements, riot, civil commotion, fire explosion, flood, epidemic, lock-outs, injunction, labour, containers, transportation facilities, accident, malfunctioning of machinery or apparatus, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable raw materials including fuel and power. Provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract. If because of any such circumstance, the Seller is unable to supply the total demand for the Goods, the Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Except to the extent of cancellation of deliveries or allocation of supply hereunder, the Contract shall remain unaffected.

### 14. PATENTS & TRADEMARKS

The Buyer expressly assumes all risks of patent, trademark or plant variety rights infringement by reason of its use or sale of the Goods, either alone or in conjunction with other materials. The Buyer shall immediately inform the Seller of any claims or legal proceedings involving the Buyer and regarding the patents or trademarks or plant variety rights (where appropriate) of the Goods delivered, and shall indemnify the Seller from such claims or legal proceedings. The Buyer agrees to discuss and agree with Seller on the defence strategy that shall be used against such a claim or in legal proceedings.

### 15. APPLICABLE LAW & ENTIRE AGREEMENT

These Clauses are to be construed according to the laws of Ireland and the parties submit to the non-exclusive jurisdiction of the Irish courts. These Clauses constitute the full understanding between the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of these Clauses shall be binding unless made in writing and signed by the parties.

### 16. MISCELLANEOUS

16.1 -If a licence agreement has been concluded between the parties, the licence agreement shall prevail in the event of a conflict between these Clauses and the licence agreement.

16.2 -If any provision of these Clauses is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Clauses and the remainder of such provision shall continue in full force and effect.

16.3 -Failure or delay by the Seller in enforcing or partially enforcing any provision of these Clauses will not be construed as a waiver of any of its rights under the Clauses and/or the Contract.

16.4 -Any waiver by the Seller of any breach of, or any default under, any provision of these Clauses by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these Clauses and/or the Contract.