



## CONDITIONS OF SALE (Ireland)

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### 1. GENERAL

1.1 In these conditions:

“Company” means Basta Parsons Limited;

“Customer” means the individual, firm, company or other party with whom the company contracts;

“Goods” means the goods, articles and materials, which are to be supplied by the Company pursuant to the Contract;

“Order” means a purchase order in respect of the Goods issued by the Customer to the Company;

1.2 Any quotation or estimate given by the Company is an invitation to the Customer to make an offer only and no order of the Customer placed with the Company in pursuance of a quotation or estimate or otherwise shall be binding on the Company unless and until it is accepted in writing by the Company.

1.3 Any contract howsoever made, between the Company and the Customer (“Contract”) shall incorporate and be subject to these conditions and receipt of Goods by the Customer shall be deemed to be conclusive proof that the Customer has accepted these conditions in the absence of any express or other implied acceptance of these conditions by the Customer.

1.4 Without prejudice to the generality of the foregoing all other terms and conditions (except those implied in favour of a seller which are not inconsistent with these conditions) whether or not the same are endorsed upon, delivered with or referred to in any purchase order or any other document delivered or sent by the Customer to the Company are excluded. Any reference in the Contract to the Customer’s order specification or like document will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such order, specification or like document will have effect.

1.5 Any variation of the Contract must be expressly agreed in writing and signed by the Company’s duly authorised representative.

### 2. PRICES

2.1 Unless otherwise provided in the Contract:

2.1.1 The price of the Goods is exclusive of Value Added Tax, which will be charged at the rate applicable at the appropriate tax point;

2.1.2 The price of the Goods does not include the cost of carriage, which shall be arranged by the Customer and performed at his risk and expense. If the Customer instructs the Company to send the Goods by passenger train, parcel post, airfreight or other special transport the additional cost will be for the account of the Customer;

2.1.3 If after the date of the Company’s acceptance of order any increase occurs in the costs necessarily incurred by the Company in supplying the Goods including but not limited to Goods, materials, labour, transport or other items including overheads which the Company has to pay or incur in the performance of the Contract, then, the amount of any increase in such costs shall be added to the contract price;

2.1.4 Where the price has been quoted in the Company’s quotation or estimate based on stated production runs or specific order quantities and specific delivery periods, the Company reserves the right to vary the price for Goods should the Customer order different quantities from those stated and/or require delivery over a different period;

2.1.5 The cost of any variation or modification in the design, specification, materials or drawings of the Goods or any development thereof requested by the Customer after the date of the Company’s acceptance of order shall, if the Company accepts such variations or modifications, be borne by the Customer.

2.1.6 For consignments having a net value (net of value added tax) of €150 or more (unless previously agreed), the cost of carriage

by normal road transport to the customer’s own warehouse, in the Ireland is paid for by the company. Below €150 there will be a minimum surcharge of €12.50 and the minimum value of any single order is €75. If any other form of transport or destination is stipulated by the customer, the cost of carriage will be paid for by the customer.

### 3. DELIVERY AND RISK

3.1 Delivery of the Goods shall be made to the Customer at the place specified in the Contract or as subsequently agreed between the parties and the risk in respect of all Goods shall pass to the Customer at the time of loading for despatch to the Customer. Notwithstanding delivery, the property in and title to the Goods shall not pass to the Customer except as provided in condition 5. Where the Company does not deliver on its own transport and unless otherwise agreed in writing, the Company shall on behalf of the Customer and at the Customer’s expense arrange for the carriage of the Goods and the carrier selected by the Company shall be the agent of the Customer. Special notice is directed to the fact that in accordance with the provisions of Section 32 of the Sale of Goods Act 1980 delivery to the carrier will, in such circumstances constitute delivery to the Customer. Goods are to be examined immediately upon receipt ;any discrepancies (ie. Short/non delivery ) should be notified to the Company and the carrier immediately and in writing within seven days. Invoices should be examined immediately upon receipt and any queries regarding price etc, should be communicated to the Company within 14 days. Late notification cannot be entertained.

3.2 The Company shall be entitled to make delivery of the Goods by instalments and to invoice the Customer for each instalment dispatched. The Company shall be permitted to supply up to 10% more or less than the quantity ordered. A pro-rata charge or allowance to the price of the Goods shall be made to cover any such variation.

3.3 Where damage to or loss of the Goods occurs before delivery thereof to the Customer the Company undertakes (subject as provided below) to replace or (at its discretion) to repair free of charge any Goods so damaged or lost in which event the time for delivery of the damaged or lost Goods shall be extended for such period as the Company shall reasonably require for such replacement or repair. The foregoing undertaking of the Company is conditional upon the Customer:

3.3.1 Giving written notice of such damage or loss with reasonable particulars thereof to the Company and to the carrier (if other than the Company) within seven working days of the receipt of the Goods or in the case of total loss within seven working days of receipt of the Company’s or the carrier’s delivery advice or other notification or despatch;

3.3.2 As soon as practicable either providing access to the Goods to the Company at the Customer’s premises or making them available for collection by the Company in each case in the 48 working hours following notice and to enable the Company to check the Goods; and

3.3.3 If requested by the Company and at the Customer’s cost returning any damaged Goods to the Company’s works within one month of receipt thereof.

3.4 Where the Goods are not manufactured or supplied directly by the Company and are delivered direct to the Customer by, or collected by the Customer from the manufacturer or supplier the Company shall not be liable for any damage to or loss of the Goods whatsoever or whensoever occurring.

3.5 Save as expressly provided in this condition, the Company shall not have any liability whatsoever for or in connection with any damage to or loss of the Goods in transit to the contracted place of delivery.



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3.6 The Customer shall accept immediate delivery of or arrange to collect the Goods or arrange suitable storage, failing which the Company may either:

3.6.1 Effect delivery by whatever means it thinks most appropriate; or

3.6.2 Arrange storage at the Customer's risk and expense pending delivery; or

3.6.3 Resell or otherwise dispose of the Goods without prejudice to any other rights the Company may have against the Customer for breach of contract or otherwise.

3.7 Packaging for the Goods shall be at the discretion of the Company which shall have the right to pack the Goods in such a manner and with such materials and in such quantities as it is its absolute discretion thinks fit unless detailed packaging instructions are received from the Customer and agreed in writing with the Company prior to agreeing a price for the Goods.

### 4. EXPORT SALES

4.1 In respect of sales of the Goods outside Ireland ("Export Sales") the provisions of these conditions shall apply unless inconsistent with the terms of this condition.

4.2 Unless otherwise specifically agreed in writing between the Company and the Customer Export Sales shall be made F.O.B. in accordance with the then current version of INCOTERMS to the Customer's premises and the Company price shall be increased to cover the Company's costs in making such deliveries.

4.3 Unless otherwise agreed in writing payment shall be made by irrevocable letter of credit drawn in Ireland on an Irish Clearing Bank and Licensed Deposit Taker in Ireland on presentation of the bills of lading.

4.4 The Customer warrants that if an import licence or permit is required for the importation of the Goods into the country of destination then such import licence or permit has been obtained or will be obtained prior to shipment.

### 5. TITLE

5.1 Title to and property in the Goods (whether separate and identifiable or incorporated in or mixed with other goods) shall remain vested in the Company (notwithstanding the delivery of possession of the same and the passing of the risk therein to the Customer) until the price of the Goods comprised in this Contract and all other money due from the Customer to the Company on any other account has been paid in full.

5.2 Until the title to and property in the Goods pass to the Customer as aforesaid the following provisions shall apply:

5.2.1 Keep the Goods separately and readily identifiable as the property of the Supplier;

5.2.2 Not attach the Goods to real property without the Supplier's consent.

5.3 Any resale by the Customer of Goods in which property has not passed to the Customer shall (as between the Company and the Customer only) be made by the Customer as agent for the Company.

5.4 Goods shall be deemed sold or used in the order delivered to the Customer.

5.5 At any time before title to the Goods passes to the Customer (whether or not any payment to the Company is then overdue or the Buyer is otherwise in breach of any obligation to the Company, the Company may (without prejudice to any other of its rights):

5.5.1 Examine and/or retake possession of all or any part of the Goods and enter into any premises for that purpose (or authorise others to do so) which the Customer hereby authorises;

5.5.2 Require delivery up to it of all or any part of the Goods.

5.6 The Company may at any time appropriate sums received from the Customer as it thinks fit, notwithstanding any purported

appropriation by the Customer.

5.7 The rights and remedies conferred upon the Company by this condition are in addition to and shall not in any way prejudice, limit or restrict any other rights or remedies of the Company under the Contract.

5.8 Each clause of this clause is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.

5.9 Until the company is paid in full for all goods the relationship with the buyer to the company shall be fiduciary in respect of the goods and if the same are sold by the buyer the company shall have the right to trace the proceeds thereof according to the principles in re Hallett's Estate (1880) 13Chd 696, (1874-80) all England reports page 793). A like right for the company shall apply where the buyer uses the product in any way so as to be entitled to payment from a third party.

### 6. PERFORMANCE

6.1 The Company will use its reasonable endeavours to comply with any date or dates for despatch or delivery of the Goods as stated in the Contract, but unless the Contract otherwise expressly provides such date or dates shall constitute only statements of expectation and shall not be binding. If the Company having used its reasonable endeavours fails to despatch or deliver the Goods by such date or dates, such failure shall not constitute a breach of the Contract nor shall the Customer be entitled to treat the Contract as thereby repudiated or to rescind or any related contract in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.

6.2 If the Company is prevented or hindered from performing the Contract or any part thereof by any circumstances beyond its reasonable control including (but without limiting the generality of the foregoing) strikes, lockouts or other industrial action, inability to obtain materials or labour, power or machinery breakdown or failure, fire, flood, civil commotion or any cause of whatever kind and whenever occurring, further performance of the Contract shall be suspended for so long as the Company is so prevented or hindered provided that if the performance of the Contract is suspended for more than two consecutive calendar months the Customer shall be entitled by notice in writing to the Company forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Customer shall pay at the Contract rate for all Goods supplied and materials used by the Company to the actual date of such termination. The Company shall not have any liability to the Customer for any direct or consequential loss or damage suffered by the Customer as a result of the Company's inability to perform its obligations under the Contract by reason of any such circumstances.

6.3 Where Goods are delivered by instalments each such instalment shall be deemed to be sold under a separate contract to which these conditions shall apply (mutatis mutandis) and save as provided in condition 10.1 no default in respect of any one instalment shall affect or prejudice due performance of the Contract as regards any other instalments.

6.4 Where Goods are to be supplied or delivered by the Company in accordance with periodic delivery schedules or similar notification of the delivery requirements of the Customer, the Customer shall not be entitled to cancel or vary any such delivery schedule or requirement which is expressed by the Customer to be a firm requirement without the prior written consent of the Company and the Company shall be entitled to reimbursement of any additional costs and expenses incurred or suffered as a result of such cancellation or variation.



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6.5 When expedited delivery or completion is agreed to by the Company and necessitates overtime or other additional costs, the Customer shall reimburse the Company for the amount of such overtime payment or other costs. Where postponement of delivery of completion is agreed by the Company the Customer shall, if required by the Company, pay all costs and expenses (including a reasonable charge for storage and insurance of the Goods and interest on the contract price) occasioned thereby but the Goods shall be held at the Customer's risk at from the time of postponement.

6.6 If performance of the Contract is suspended at the request of or delayed through default of the Customer including (without prejudice to the generality of the foregoing) lack of, incomplete or incorrect instructions or refusal to collect or accept delivery of the Goods for a period of seven days, the Company shall be entitled to payment at the Contract rate for Goods supplied or ordered or any part thereof within 28 days written notification from the Company that the Goods are ready for collection or delivery. Once the period of twenty eight days has elapsed the Company shall be entitled (without prejudice to its other remedies under the Contract for such breach) to sell or at its option destroy the Goods and to apply the proceeds of sale thereof if sold and the scrap value if destroyed towards payment of all sums due to the Company under the Contract.

6.7 The Company shall be entitled without the prior approval of the Customer to assign, sub-contract or sub-let the Contract or any part thereof, but the Customer shall not be so entitled without the prior approval of the Company.

### 7. ACCEPTANCE

7.1 Without prejudice to the Customer's rights under condition 15, the Customer shall be deemed to have accepted the Goods as being in conformity with the Contract and shall be bound to pay for them, unless written notice of rejection thereof is received by the Company within seven days of delivery. Save in the circumstances referred to in condition 15 Goods accepted by the Customer cannot subsequently be returned and any claim which the Customer might otherwise have shall be deemed to have been waived.

7.2 If after notice of rejection has been given, the Customer deals with the Goods as owner thereof or if any conduct of the Customer is inconsistent with such rejection or with the ownership of the Goods by the Company, the Customer shall be deemed to have accepted the Goods and be bound to pay for them.

### 8. REFERENCES

Each Contract shall be subject to the Company being satisfied as to the Customer's credit references (which unless otherwise stated shall be one bank reference and three trade references).

### 9. RETURN OF GOODS

Goods may only be returned for credit after agreement by the seller in writing and, if accompanied by an advice note. A 20% handling charge will be made as standard, and any other costs incurred in getting the goods in a re-saleable condition. A repackaging charge may also apply. Any offer of credit by the seller will be discretionary subject to the conditions and re-saleability of the goods on arrival back at Basta. The invoice number and date relating to the purchase must be stated on the accompanying advice note.

### 10. PAYMENT

10.1 Unless the Contract otherwise provides, the contract price for the Goods shall be payable in cash not later than the 20th day of the month following the month of delivery or supply of the Goods. Where Goods are delivered by instalments, the Customer shall be obliged to pay for each instalment upon the terms set out in sub-paragraph 10.1 of this condition.

10.2 The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Company to suspend further performance of the Contract pending payment and in addition the Company shall be entitled without liability wholly or partially to cancel the Contract or any other Contract between the Company and the Customer without prejudice to any other remedy available to the Company.

10.3 Unless otherwise agreed in writing the Customer shall not be entitled to set off against any monies due to the Company under the Contract, any amount claimed by or due to the Customer (from the Company whether pursuant to the Contract or on any other account whatsoever).

10.4 We understand and exercise our right to claim interest and compensation for debt costs under the late payment legislation if we are not paid according to our agreed credit terms. The Company shall be entitled to interest after judgment as well as before on any part of the Contract price not paid by its due date from that date until actual payment.

10.5 Where the Company specifies that payment will be made by Letter of Credit, the Customer must establish and maintain in favour of the Company an irrevocable and unconditional Letter of Credit with or confirmed by a bank in Ireland satisfactory to the Company. All bank charges in connection with the Letter of Credit and the opening thereof shall be borne by the Customer. If for any reason the bank is liable to make payment to the Company under any Letter of Credit established for that purpose and fails to do so, the Customer shall nevertheless remain liable to pay for the Goods supplied.

### 11. DRAWINGS, PATTERNS, TOOLS AND SPECIFICATIONS

11.1 Unless it is expressly stated in the Contract that any figures or statements therein or in the Company's catalogues, sales literature or in any relevant drawings or other documents supplied by the Company as to the performance of the Goods are guaranteed to be accurate, such figures and statements shall be approximate. The Company gives no guarantee or representation that the Goods will in all cases be identical with the illustrations, weights and dimensions specified in such catalogues and literature drawings or other documents due to improvements and modifications to the Goods or their specifications that may be made from time to time. The Company will notify the Customer in writing of any material alterations to any specifications relating to the Goods and the Customer shall be deemed to have accepted such alterations unless notice in writing to the contrary is received by the Company within seven days of the Company's notice to the Customer.

11.2 If in the Contract the Company expressly guarantees the accuracy of such performance, figures or statements (whether subject to specific margins or otherwise) then in the event of the Goods after delivery, installation or commissioning failing to achieve and comply with the same, the Company shall thereafter be entitled to a reasonable period and to reasonable facilities to enable it to bring the Goods up to the guaranteed standard of performance and the contractual time for delivery of the Goods or the installation or commissioning thereof shall be extended for such reasonable period.

11.3 If Goods are supplied in accordance with the Customer's specifications, the Customer shall be solely responsible for the specifications and ensuring that they are suitable, accurate and supplied within a sufficient time to enable the company to perform the contract in accordance with its terms.

11.4 Where the Customer supplies patterns, tools, drawings or equipment, the Company shall be entitled to assume that the same are in good condition, true to drawing and entirely suitable to the Company's method of production, and for the production of the



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Goods in quantities required.

11.5 All replacements, alterations and repairs to the Customer's patterns, tools, drawings and equipment shall be paid for by the Customer.

11.6 The Company will take all reasonable care of the Customer's patterns, tools, drawings and equipment while in the Company's possession but does not accept liability for loss or damage thereto, however arising, except where neglect on the part of the Company or its agents was the direct cause of loss or damage and in those circumstances the Company's liability shall be limited to the actual cost of replacement or repair to the exclusion of all other expenses, consequential losses, loss of profits and other expenses, liabilities and losses however arising.

11.7 The Company reserves the right to destroy or otherwise dispose of patterns, tools, drawings and equipment in its possession or custody (whether or not the property of the Customer) from which the Customer has not required the Goods to be made for a period of 12 months or more in the case of patterns, and three years or more in all other cases.

11.8 The Customer agrees that it shall not disseminate or disclose to any third party any of the information relating to the Company's specifications without the prior written consent of the Company.

11.9 The Company shall be at liberty, on giving two months written notice to the effect to the Customer, to withdraw any product or products from the scope of this contract by removing the same from the schedule hereto. If any product is withdrawn from sale in the territory for any reason, the Company shall be entitled to withdraw such product from the scope of this Contract by giving immediate written notice.

### 12. INTELLECTUAL PROPERTY

The Customer shall indemnify the Company against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement or any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Company with the Customer's instructions, whether express or implied.

### 13. INDEMNITY

The Customer agrees upon demand to indemnify the Company against all losses, damages, injury, costs and expenses of whatever nature suffered by the Company to the extent that the same are caused by or related to:

13.1 Patterns, designs, drawings, tools or specifications given to the Company by the Customer in respect of Goods;

13.2 Defective materials or products supplied by the Customer to the Company and incorporated by the Company in the Goods; or

13.3 The improper incorporation, assembly, use, processing, storage or handling of Goods by the Customer.

### 14. TESTS

If the Contract provides for testing and inspection of the Goods such testing and inspection shall be conclusive. If requested in writing arrangements will be made for the Customer's representatives to be present at such tests and inspection. The Customer will be deemed to have accepted the Goods as satisfactory after the completion of such testing and inspection unless written notice to the contrary specifying the matters complained of is received by the Company within seven days of completion of such testing and/or inspection.

### 15. WARRANTY

15.1 Where any Goods (or any part thereof) are shown to the

reasonable satisfaction of the Company, to be defective by reason of faulty materials or workmanship or (in the case of Goods other than those supplied in accordance with the Customer's Specifications) design, within a period of six months from the date of their original despatch or supply; except where the products are covered by the companies guarantee, (fair wear and tear expected) the Company shall at its sole option:

15.1.1 Deliver replacement Goods to the Customer free of charge; or

15.1.2 Refund to the Customer the Contract price of such Goods; or

15.1.3 Require the Customer to retain the Goods and grant to the Customer a reasonable allowance in respect of such defects

PROVIDED that:

15.1.3.1 Those defects were notified to the Company in writing by the Customer within fourteen days of the latter becoming aware of any such defect;

15.1.3.2 If so required by the Company all defective Goods are first returned to the Company's premises carriage paid by the Customer;

15.1.3.3 The Goods have been properly and correctly stored and/or used by the Customer; and

15.1.3.4 The liability of the Company under this condition 15.1 shall be accepted by the Customer in substitution for and to the exclusion of any other claims for direct loss which the Customer has or may have.

15.2 The liability of the Company for any claim or claims other than those falling within condition 15.1 above for direct injury, loss or damage made by the Customer against the Company whether in contract or in tort (including negligence on the part of the Company, its servants or agents) arising out of or in connection with any defect in the Goods or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a fundamental term thereof) of the Company its servants or agents in the performance of the Contract (including, without limiting the generality of the foregoing, breach of any condition or warranty whether express or implied by status, common law or otherwise howsoever) shall be limited to the contract price. The Company shall not be liable for any indirect or consequential losses including loss of profits and other economic losses.

### 16. TERMINATION

If the Customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertakings of the Customer or if the Customer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding-up order or if the Customer takes or suffers any similar action in consequence of debt if the financial responsibility of the Customer shall, in the opinion of the Company, become impaired or if the Customer shall commit any breach of any part of the contract the Company may without prejudice to its rights and remedies under these conditions stop all Goods in transit and suspend further deliveries and by notice to the Customer may terminate the Contract immediately.

### 17. CUSTOMER'S PROPERTY

All property supplied to the Company by or on behalf of the Customer which is held by the Company for the purposes of the Contract or in transit to or from the Customer, shall be deemed to be entirely



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at the Customer's risk and the Company shall not be liable for any loss of or damage to such property whilst in the possession of the Company or in transit as aforesaid unless such loss or damage is due directly to the negligence of the Company, its employees or agents. In no circumstances whatsoever will the Company be liable for any consequential loss or damage arising therefrom. The Customer shall insure all such property for all risks.

### 18. LIEN

Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts of the Customer to the Company have a general lien on all goods and property belonging to the Customer in its possession (whether worked on or not) and shall be entitled upon the expiration of 14 days' notice to the Customer, to dispose of such goods or property as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

### 19. HEALTH AND SAFETY

19.1 The attention of the Customer is drawn to the provisions of Section 6 of the Health and Safety at Work etc Act 1989. The Company will make available such information as is appropriate relating to the Goods supplied as is in its possession to ensure that as far as is reasonably practicable they are safe and without risk to health when properly used.

19.2 The Customer hereby undertakes pursuant to Section 6(8) of the Health and Safety at Work etc Act 1989 to take such measures as are communicated in writing to the Customer by the Company and to take such other steps as are sufficient to ensure, so far as is reasonably practicable, that the Goods will at all times be safe and without risk to health and safety when properly used. The Goods shall not be regarded as properly used when they are used without regard to any relevant information or advice relating to their use, which has been communicated to the Customer pursuant to this clause.

19.3 The Company shall not be liable to the Customer in any civil proceedings brought by the Customer against the Company under any Health and Safety Regulations made pursuant to the Health and Safety at Work etc Act 1989 where such exclusion of liability is permitted by law.

19.4 The Customer shall indemnify and keep indemnified the Company in respect of any liability, monetary penalty or fine in respect of or in connection with the Goods incurred directly or indirectly by the Company under the Health and Safety at Work etc Act 1989 or any regulations, orders or directions made thereunder.

### 20. NOTICES

Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by pre-paid first class letter post, facsimile transmission or via e-mail. Any notice or document shall be deemed served, if delivered, at the time of delivery; if posted, 48 hours after posting, and if sent by facsimile or email transmission, at the time of transmission.

### 21. INVALIDITY

The invalidity, illegality or unenforceability of any provision of these conditions in whole or in part shall not prejudice the effectiveness of the rest of these conditions or the remainder of any part of a condition affected.

### 22. WAIVER

No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

### 23. SEVERANCE

If at any time any one or more of these conditions (or any paragraph, sub-paragraph or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted herefrom and the validity and/or unenforceability of the remaining provisions of these conditions shall not in any way be affected or impaired thereby.

### 24. THIRD PARTY RIGHTS

Nothing in these terms shall confer or purport to confer on any third party (which is not a party to the Contract) any benefit or right to enforce any term of it.

### 25. LAW AND JURISDICTION

The Contract shall be governed by and construed in all respects in accordance with Irish law and the parties hereby submit to the non-exclusive jurisdiction of the Irish courts.

### 26. CANCELLATIONS AND AMENDMENTS

Cancellations of order will only be accepted after written approval from the company. The seller reserves the right to refuse cancellation of the order if it has been partly or wholly made, alternatively, to claim from the buyer the cost of the work already completed. Amendments to orders must be agreed in writing subject to the conditions governing cancellations. Any alterations in price resulting from a change in order will be advised at the time of acceptance.

### 27. INSOLVENCY AND BREACH OF CONTRACT

If any of the following events occur, are threatened, or in the opinion of the Company are reasonably likely to occur: -

27.1 The Customer shall commit any breach of the contract and shall fail to remedy such breach (if capable of remedy) within a period of thirty days from receipt of notice in writing from the Company, requesting such breach to be remedied, or

27.2 Any distress or execution is levied upon any of the goods or property of the Customer, or

27.3 The Customer (or where the Customer is a partnership any partner thereof) offers to make any arrangements with or for the benefit of its or his creditors or commits any act of bankruptcy, or

27.4 The Customer (being a limited company) has a Receiver appointed of the whole or any part of its undertaking property or assets or an order is made or a resolution is passed or analogue proceedings are taken for the winding up of the Customer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Company). The Company shall be entitled (without prejudice to its other rights hereunder) forthwith to suspend further performance of the contract (and any other contract between the Company and the Customer or any unfulfilled part thereof or to make partial supplies of goods). Notwithstanding any such termination the Customer shall pay to the Company for all the work done, materials used and goods delivered up to and including the date of termination and shall in addition indemnify the Company against any resulting loss damage or expense incurred by the Company in connection with the non-performance of the contract including the cost of any material plant or tools used or intended to be used therefore and the cost of labour and other overheads including a percentage in respect of profit.