

## TERMS AND CONDITIONS OF SALE

### 1. GENERAL

1.1 In these conditions the following words have the meanings shown:

“**Buyer**” means the person, firm or company purchasing Goods and/or Services;

“**Company**” means Hilti (Fastening Systems) Limited or one of its associated or subsidiary companies as the case may be;

“**Contract**” means the agreement between the Company and the Buyer for the purchase from the Company by the Buyer of Goods and/or Services;

“**Contracts**” includes all agreements between the Company and the Buyer for the purchase of Goods and/or provision of Services from the Company by the Buyer;

“**CPI**” means the Consumer Price Index published by the Central Statistics Office in Ireland at least annually but also at shorter intervals;

“**Goods**” means the goods manufactured by the Company and purchased by the Buyer on the terms of this Contract; and

“**Intellectual Property**” includes, without limitation, any copyright, database rights, sui generis database rights, discoveries, concepts, domain names, patents, secret or other processes, technologies, know how, inventions, ideas, goodwill, improvements, information, trade secrets, all copyright works, business methods, logos, designs, trademarks, service marks, business names, literary, dramatic, musical and artistic works and domain names anywhere in the world existing now or in the future created (whether any of the foregoing is registered or unregistered and including any application or right of application or right of renewal in relation to any of them) and any related goodwill.

“**Personnel**” means the employees, servants, directors, agents, consultants, contractors or other personnel of the Company or any of their subcontractors; and

“**Services**” means any services to be supplied by the Company under or in relation to the Contract (including any services supplied without charge).

1.2 Unless agreed otherwise, these conditions shall be incorporated in all Contracts of the Company to sell Goods and/or supply Services and shall be the sole conditions under which the sale takes place. All other terms, conditions or other representations are excluded from the Contracts between the Buyer and the Company including any terms and conditions which the Buyer may purport to apply under any order for Goods and/or Services.

1.3 These conditions shall prevail unless expressly varied in writing and signed by a Director on behalf of the Company.

1.4 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to vary in any way any of the conditions under this Contract unless otherwise agreed in accordance with Clause 1.3 above.

1.5 Any written quotation, estimate and/or advertised price for the supply of Goods or the provision of Services shall be an invitation to treat and no binding contract shall be created by placing an order on the Company’s website or otherwise. A contract is only formed once the Company has acknowledged the order to the Buyer in writing or has delivered the Goods / provided the Services to the Buyer (whichever is the earlier).

### 2. PRICE

2.1 Subject to Clause 2.2 below, the price payable for Goods and/or Services shall, unless otherwise stated by the Company in writing and agreed on its behalf, be the price list of the Company current at the date of dispatch and in the case of an order for delivery by installments the price payable for each installment shall be the Company’s current price list at the date of the dispatch of each installment.

2.2 Unless otherwise agreed, the Company’s prices may be subject to variation to take account of variations in wages, materials or other costs since the date of the Company’s quotation or (if no quotation is issued) the Buyer’s order. The Company accordingly reserves the right to adjust

the invoice price payable by the amount of any increase or decrease in such costs after the price is quoted and the invoice so adjusted shall be payable as if it were the original Contract price. The Company is also entitled to automatically increase the invoice price and the price of Goods and/or Services payable in the event that the CPI increases in any given year by 4% or more.

2.3 All prices are exclusive of Value Added Tax, taxes and all other applicable duties. The Buyer shall be liable for all and any local taxes or charges as appropriate.

2.4 The Buyer agrees that section 32(3) of the Sale of Goods and Supply of Services Acts 1893 to 1980 shall not apply to Goods sent by the Company.

2.5 The Company shall be entitled to invoice the Buyer by post or email for the price of the Goods and/or Services in pounds sterling or in Euro.

2.6 The Company has the right to invoice the Buyer for the costs of any packaging, transportation of the Goods or any additional costs to the Goods and/or Services resulting from any other alteration made by the Buyer on or at the time of delivery or upon notification by the Company that the Goods are awaiting collection. Any such additional costs may be invoiced by the Company in pounds sterling or in Euro.

### **3. CARRIAGE AND INSURANCE**

3.1 The cost of carriage and insurance of the Goods to the Buyer's premises on the mainland of Ireland shall be in accordance with the charges laid out in the Company's current price list.

3.2 The price of the Goods and/or Services shall be exclusive of carriage and insurance to the Buyer's premises. These charges shall be payable by the Buyer and added to the price of the Goods.

3.3 Export orders shall be charged FOB (Free on Board - Ireland Port) in accordance with Incoterms 2000.

3.4 The Buyer will obtain and maintain at all times insurance cover in respect of the provision of the proposed and actual Services under or in connection with the Contract in accordance with prudent commercial practice, and will include the Company as an indemnified party in every

insurance policy so taken out on the same basis as the Buyer.

### **4. ADDITIONAL COSTS**

4.1 The Buyer agrees to pay for any loss or extra costs above the quoted price for the Goods and/or Services which are directly or indirectly incurred by the Company through the Buyer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants or agents.

### **5. TERMS OF PAYMENT**

5.1 Unless agreed otherwise in writing by the Company, all payments due under any Contract shall be in the currency stipulated in the invoice and must be made by the Buyer within 30 days of the date of the invoice sent by the Company to the address provided by the Buyer. Time for payment shall be of the essence. The Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim.

5.2 If the Goods and/or Services are delivered in installments, the Company shall be entitled to invoice each installment as and when delivery thereof has been made and payment shall be due in accordance with Clause 5.1 above in respect of each invoice.

5.3 Any failure by the Buyer to either pay any due installment in accordance with this Contract or failure to give delivery instructions in respect of any Goods and/or Services shall cause the whole of the price for Goods and/or Services already manufactured at the time of such a default, to become due forthwith without any notice.

5.4 Prompt payment shall be a condition precedent to future deliveries of the Goods and/or provision of the Services due under any Contract.

5.5 The Company is entitled to charge and to be paid interest at 2% above the current base rate of Ulster Bank on any unpaid invoices and/or any other overdue payments due from the Buyer.

### **6. DELIVERY OF GOODS**

6.1 The Company shall deliver the Goods to the location set out in the order form or as the parties may agree in writing at any time after the Company notifies the Buyer that the Goods are

ready. Delivery of the Goods shall be completed on the Goods' arrival at the relevant location.

6.2 The period for delivery shall be the period within which the Goods are intended to be dispatched from the Company's premises and shall be calculated from the date of the receipt by the Company of the Buyer's order or the date of receipt of all necessary information to enable the Company to manufacture or procure the manufacture of the Goods (whichever shall be the later) and shall end on the date on which the Goods are delivered by the Company to the Buyer. The Buyer shall take delivery of the Goods within such period. If no period is stipulated by the Company, then delivery will be such time after receipt of instructions as the Company thinks reasonable. Delivery times are estimates only.

6.3 All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of any Contract nor shall the Company be under any liability for any delay beyond the Company's control.

6.4 Where the Goods are handed to a carrier for carriage to the Buyer or the Ireland port for export, any such carrier shall be deemed to be an agent of the Company and not of the Buyer for the purpose of sections 44, 45 and 46 of the Sale of Goods and Supply of Services Acts 1893 to 1980.

6.5 No liability for non-delivery, late delivery, loss or damage to the Goods occurring post-delivery or for any claim that the Goods are not in accordance with the Contract will attach to the Company, unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for non-delivery, late delivery, loss or damage with a copy to the carrier if the Company's own vehicles have not been used to deliver the Goods):

6.5.1 within 7 days after the Buyer has taken delivery of the Goods in the case of the Goods failing to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within 7 days); or

6.5.2 within a reasonable time where the effect or failure would not be so apparent within 7

days of the date of delivery or collection, failing which the Buyer shall not be entitled to reject the Goods and the Company shall have no liability and the Buyer shall be bound to pay the Contract price as if the Goods has been delivered in accordance with the Contract.

6.6 If the Buyer fails to give notice in accordance with Clause 6.5 above, the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be deemed to have accepted the Goods and shall be bound to pay for the same accordingly.

6.7 All requests for proof of delivery must be made within a period of 21 days following the date of the invoice.

6.8 The Buyer agrees that in the event of a valid claim for non-delivery, late delivery, loss or damage to the Goods and/or non-compliance with the Contract, the Company may at its sole discretion either reprocess or replace the Goods at its own expense but shall then be under no further liability in connection with such non-delivery, late delivery, loss, damage or non-compliance.

6.9 If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods have been notified as ready for delivery, the Company may at its sole discretion store the Goods at the risk of the Buyer and take all reasonable steps to safeguard and insure them at the cost of the Buyer.

6.10 The Company shall have the right to make delivery by installments of such quantities of the Goods and at such intervals as it may decide. Any defect in any installment shall not be a ground for cancellation of the remainder of the installments and the Buyer shall be bound to accept further deliveries thereof.

## 7. RETURNS AND CANCELLATIONS

7.1 Subject to Clause 6.6 above, Goods supplied pursuant to the Contract cannot be returned without the Company's prior written authorisation. Duly authorised returns:

7.1.1 Shall be sent to the Company's premises at the Buyer's expense and must be in the same condition as sold, packaging, unused etc.

7.1.2 Subject to Clause 7.1.3, products returned within 30 calendar days and fulfilling Clause 7.1.1 will be fully reimbursed, Subject to Clause 7.1.3, products returned within 90 calendar days but after 30 calendar days and fulfilling Clause 7.1.1 will be reimbursed with a handling fee deduction of 20%. Products cannot be returned after 90 calendar days.

7.1.3 Products with a chemical ingredient are accepted as a return and fully reimbursed if returned within 14 calendar days and fulfilling Clause 7.1.1, Products with a chemical ingredient cannot be returned after 14 calendar days. Some product may have a non-return policy which will be communicated at the point of sale.

7.1.4 All returns should be arranged directly with customer services or one of our Hilti Centers, All time frames are starting on the day the Company delivers the product.

7.1.5 For all tools owned by the Buyer, handed over to the Company for a repair, repair query or any other repair matter, the Company will keep these tools for a maximum of 45 calendar days, If the tool is not collected, paid for or any other reason not taken back by the Buyer, the Company reserves the right to scrap the tool after 45 calendar days.

7.2 The Buyer may not cancel an order of the Goods and/or Services including but without limitation, any Goods and/or Services that involve special requirements of the Buyer once the order has been inputted onto the Company's ordering system, without the prior written consent of the Company.

## 8. PASSING OF TITLE AND RISK

8.1 Risk in the Goods shall remain with the Company until delivery by the Company, collection of the Goods by the Buyer or receipt by the Company of all payments due for the Goods by the Buyer, whichever is the earlier at which time the risk in the Goods shall be transferred to the Buyer.

8.2 Title to the Goods shall only pass to the Buyer upon the happening of any one of the following events:-

8.2.1 the Buyer having paid (in full and cleared funds) to the Company all sums due from it to the Company under this Contract or under all other contracts between the Company and the Buyer including any sums due under Contracts made after this Contract whether or not the same are immediately payable; or

8.2.2 the Company serving on the Buyer notice in writing specifying that title in the Goods has passed.

8.3 Until all payments due under this Contract and any other Contracts between the parties have been paid in full and cleared funds by the Buyer, the Buyer shall not dispose of any Goods which are delivered to the Buyer unless in accordance with Clause 8.4 below.

8.4 The Buyer may only resell the Goods as the Company's agent and bailee of the Goods which belong to the Company. All proceeds received from any such sale shall be held on trust to settle any sums due in respect thereof to the Company and pay any balance to the Buyer. Such proceeds shall be placed in a separate identified bank account which shall not be permitted to become overdrawn and such proceedings shall not be mingled in other monies and shall at all times be identifiable as the Company's money.

8.5 In the event of failure to pay the price in accordance with the Contract, the Company, its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer for removing all Goods in relation to which title remains with the Company. The Company may exercise any right of re-sale in respect of such Goods which shall operate in addition to any other legal rights which may accrue to the Company.

8.6 Pending payment of the full purchase price of the Goods, the Buyer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business for which the Goods are for the time being used, in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. The policy shall bear an endorsement recording the Company's title and interest and shall be produced to the Company on request.

8.7 The Buyer (and any other third party) has no, and will not, by virtue of these terms and conditions, or otherwise, acquire any, right, title or interest in or to the Intellectual Property of the Company. The Buyer may not use, or permit the use of, logos, trade name or trademarks owned or used by the Company in the course of its business (or any similar logos, trade name or trademarks) without the prior written permission of the Company.

## 9. SUPPLY OF SERVICES

9.1 The Company shall provide the Services to the Buyer in accordance with the Contract applying reasonable skill and care.

9.2 The Company shall use its reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. The Company shall not be liable for any loss whatsoever or howsoever arising caused by its failure to provide the Services on the due date.

9.3 Where the Company is to perform the Services at the Buyer's premises, the Buyer shall:

9.3.1 procure safe and unhindered access to the premises for all the Personnel to carry out the Services at all relevant times;

9.3.2 ensure that all consents, permissions, or licences required to allow the Services to be provided are in place;

9.3.3 ensure the provision of adequate power, lighting, heating and other such facilities or supplies required for the provision of the Services;

9.3.4 provide adjacent to where the Services are to be provided storage for the materials required for the Services;

9.3.5 ensure that the site where Services are to be provided are adequate for that purpose, clear and free from all health and safety hazards and possesses such facilities for the Personnel to comply with any applicable legislation and as the Company shall reasonably require; and

9.3.6 be responsible for the Personnel's death or personal injury or damage to or loss of

the Company (and subcontractors and Personnel)'s property whilst on the Buyer's premises except to the extent any such death or personal injury results from the negligence of the Company or its subcontractors.

9.4 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable forthwith:

9.4.1 when the Company issues a written notice to the Buyer confirming such completion; or

9.4.2 if the Company is available to perform the Services but is prevented from doing so by reason of:

(a) the lack of relevant assistance from the Buyer (such as lack of availability of test components or parts from the Buyer); or

(b) the condition of the Buyer's premises on the site at which the Services are to be provided and/or the facilities at or the services available at those premises at the time agreed for the provision of the Services; or

(c) the failure by the Buyer to comply with the Contract.

## 10. WARRANTIES

10.1 Where Goods and/or Services are supplied with the benefit of a specific written warranty set out in another document produced by the Company, such warranty shall apply instead of the warranty set out in Clause 10.2 below. The warranty in Clause 10.2 shall only apply where no such specific warranty is supplied in relation to the Goods and/or Services. The exclusions in Clause 10.3 shall apply to every such specific warranty.

10.2 If the Buyer establishes to the Company's reasonable satisfaction within 12 months of the date of delivery of the Goods or performance of the Services that there is a defect in the materials or workmanship of the Goods or the Goods or Services are supplied not in accordance with the Contract then the Company shall at its option, at its sole discretion and within a reasonable time:

10.2.1 repair or make good such defect or failure in such Goods free of charge to the Buyer (including all costs of transportation of any Goods or materials to and from the Buyer for that purpose);

- 10.2.2 replace such Goods with Goods which are in all respects in accordance with the Contract or re-perform such Services: or
- 10.2.3 issue a credit note to the Buyer in respect of the whole or part of the Contract price or such Goods or Services as appropriate having taken back such Goods or materials relating to such Goods or Services. Subject in every case to the other provisions of this Clause 10 provided that the liability of the Company under this Clause 10 shall in no event exceed the purchase price of such Goods or Services and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty.
- 10.3 The Company shall not be liable for breach of the warranty at Clause 10.2 above or any other warranty, guarantee or condition:
- 10.3.1 arising from any defect in Goods arising from any drawing, design or specification supplied by the Buyer;
- 10.3.2 arising from any acts, omissions negligence or default of the Buyer or arising from willful damage, misuse, unsuitable storage, handling, treatment, installation, maintenance, repair or application, abnormal use or use under abnormal conditions;
- 10.3.3 arising from any non-compliance with the safety, training, usage and maintenance requirements (including, but not limited to, excessive or heavy use), method statements, data sheets, instructions or recommendations (whether oral or in writing) communicated to the Buyer by the Company and/or any of its employees, agents, suppliers or subcontractors;
- 10.3.4 arising from incorporation, alteration, modification or conversion of the Goods with any other goods, products or systems outside the intended purpose of the Goods, or as a result of non-compatibility of the Goods with any other goods, products or systems or use of consumables, components or spare parts other than those manufactured by the Company without the Company's prior written approval;
- 10.3.5 if the total price for the Goods and/or Services has not been paid by the due date for payment;
- 10.3.6 unless any claim by the Buyer which is based on any defect in the quality or condition of the Goods and/or Services or their failure to correspond with their description or specification shall (whether or not delivery is refused by the Buyer) be notified to the Company within 7 days after the Buyer discovers or ought to have discovered the defect or failure; or
- 10.3.7 unless the Company is given a reasonable opportunity of examining such Goods or location at which the Services were performed and the Buyer (if asked to do so by the Company) returns such Goods or materials relating to the Services to the Company's place of business for the examination to take place there.
- 10.4 Save as expressly provided in these conditions, all warranties, conditions, guarantees or other terms implied by statute, common law, custom usage or otherwise are excluded to the fullest extent permitted by law.
- 11. LIENS**
- 11.1 The Company shall be entitled to exercise a lien over or otherwise retain possession of all Goods provided to the Buyer under any Contract in the event that any monies are outstanding to the Company under any other Contracts, agreements or arrangements between the Company and the Buyer. In particular, but without limitation to the generality of the foregoing, the Company shall be entitled to exercise a lien over or otherwise retain possession of any Goods provided to it by the Buyer for repair in circumstances where any monies are owed to the Company under any other contracts between the Company and the Buyer.
- 11.2 If in the circumstances described at Clause 11.1, the Buyer does not discharge all sums due and owing by it to the Company within one month of the said lien being exercised by the Company or the Company retaining possession of the Goods, the Company may, upon giving the Buyer fourteen (14) days' notice in writing, sell the Goods in the ordinary course of business and in such circumstances, the Buyer hereby appoints and authorises the Company, as its agent and attorney, to effect such sale and execute all

necessary documents in the name of and on behalf of the Purchaser. All proceeds of any such sale shall be discharged in the first instance towards the payment of all monies outstanding to the Company and any remainder amounts shall then be paid to the Buyer.

- 11.3 The provisions of this Clause 11 (and any part thereof) are each severable from each other. If any provision of this Clause 11 (or part thereof) is found by a Court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such provision (or part thereof) will be severed from the remainder of these conditions which will continue to be valid and enforceable to the fullest extent permitted by applicable law.

## **12. BUYER'S RESPONSIBILITY**

- 12.1 The selection of the Goods and/or Services suitable for the Buyer's purposes depends on a range of factors. These factors include, but are not limited to, on-site conditions or other circumstances of the proposed application of the Goods and/or provision of the Services known only to the Buyer. The Buyer is solely responsible for satisfying itself that the data supplied to the Company on which information or recommendations made by the Company are based is correct and that any assumptions made by the Company to supplement that data are suitable for the Buyer's purposes.

- 12.2 The Company accepts no responsibility of any nature whatsoever for information or advice it supplies, where any data supplied by the Buyer is incorrect or where any assumption which the Company has made is unsuitable for the Buyer's purposes. The Buyer is encouraged to raise with the Company any questions it may have.

- 12.3 The Company does not accept responsibility for inaccurate content and/or safety instructions which are included on any products supplied.

## **13. LIABILITY**

- 13.1 In an effort to keep the Contract price as low as possible, and as the Buyer is better able than the Company to quantify loss which it may suffer from a breach of contract and to insure accordingly, the Buyer agrees that the provisions of Clause 10 (Warranties) and this Clause 13 which set out the entire financial liability of the

Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer and the exclusive remedies of the Buyer against the Company in respect of:

- 13.1.1 any breach of these conditions;

- 13.1.2 any use made by the Buyer of any of the Goods; and

- 13.1.3 any representation (unless fraudulent), statement or tortious act or omission including negligence and breach of statutory duty arising under or in connection with the Contract or in relation to any other matter or thing whatsoever under or in relation to the Contract.

- 13.2 The Company shall not be liable to the Buyer for any economic loss of whatever nature (direct or indirect), including without limitation loss of anticipated profits, loss of actual profits (direct or indirect) loss of turnover or revenue, loss of business, loss of production or opportunity, loss of data, depletion of goodwill or otherwise.

- 13.3 The Company shall not be liable for any indirect, special or consequential loss or damage howsoever arising.

- 13.4 Notwithstanding any other provision contained in these conditions, the Company does not in any manner whatsoever exclude or limit its liability if and to the extent that such liability:

- 13.4.1 arises out of the fraud or fraudulent misrepresentation of the Company;

- 13.4.2 is in respect of death or personal injury caused by negligence of the Company;

- 13.4.3 cannot legally be excluded or limited; or

- 13.4.4 is in respect of the Company's implied undertakings as to title.

- 13.5 Subject to Clauses 13.1 – 13.4 (inclusive) above the total aggregate liability of the Company arising out of or in connection with performance or contemplated performance of the Contract whether for negligence or breach of contract or any case whatsoever shall in no event exceed one hundred per cent (100%) of the price paid or payable by the Buyer under the Contract.

## **14. DEFAULT OR INSOLVENCY OF BUYER**

14.1 In the event that:

14.1.1 the Buyer shall be in breach of any of its obligations under the Contract;

14.1.2 any distress or execution shall be levied on the Buyer's property or assets;

14.1.3 if the Buyer (an individual or partnership) shall make or offer to make any voluntary arrangement or composition with its creditors or become bankrupt or if any bankruptcy petition be presented against him;

14.1.4 (if the Buyer is a company) has an administrative receiver or administrator appointed or commences to be wound up;

14.1.5 the Buyer has a liquidator appointed to it or has a receiver, a manager or an examiner appointed to it or over part or all of its assets or enters into a composition with its creditors (save for the purposes of a bona fide reconstruction or amalgamation on terms approved in advance by the other party), and/or is unable to pay its debts as they fall due within the meaning of section 214 of the Companies Act 1963;

14.1.6 the other party ceases, or threatens to cease, to carry on business; or

14.1.7 such equivalent event in Clauses 14.1.1 to Clause 14.1.6 occurs to the Buyer in its local jurisdiction;

the Company, at its discretion and without prejudice to any other right or claim, may by notice in writing forthwith determine wholly or in part any and all of the other Contracts between the Company and the Buyer or may (without prejudice to the Company's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods.

## 15. FORCE MAJEURE

15.1 The Company shall not be in breach of the Contract or otherwise be liable for any failure or delay to deliver the Goods and/or supply the Services arising from circumstances outside the Company's reasonable control including, but not limited to: acts of God; governmental actions or regulations; national emergency; acts of terrorism; protests; riot; civil commotion; strikes;

lock-outs; other industrial actions (whether or not relating to either party's workforce); accidents; war; revolution; fire; explosion; flood; lightning; epidemic; reduction in or unavailability of power, fuel, transport, equipment and/or raw materials; breakdown of plant or machinery; and/or restraints or delays affecting carriers.

15.2 Should the Company be prevented from delivering the Goods or supplying the Services in the circumstances at Condition 15.1, it shall be entitled to delay or cancel the supply of the Services or cancel delivery or to reduce the amount of the Goods delivered.

## 16. WAIVER

16.1 The waiver by the Company of any right or the failure by the Company to exercise any right or to insist on the strict performance of any provision of this Contract shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of this Contract.

## 17. SEVERABILITY

17.1 Each provision of this Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If in any particular case any of these conditions shall be held to be invalid or shall not apply to this Contract, the other conditions shall continue in full force and effect.

## 18. THIRD PARTY RIGHTS

18.1 Nothing in these terms and conditions should be interpreted as or is intended to grant any rights to any third party.

## 19. ASSIGNMENT

19.1 The Buyer may not assign, sub-contract or in any way dispose of its rights or obligations under this Contract without the prior written consent of the Company.

## 20. NOTICES

20.1 Any notice required to be served under this Contract shall be served on the Company at its registered offices in Ireland or such other address as the Company may from time to time notify to the Buyer and on the Buyer at the address notified to the Company in its registration



application by registered post or by email or facsimile. The Buyer is responsible for notifying the Company in writing of any change of address, email address or fax number from those in the Buyer's registration application.

20.2 Any such notice served by post shall be deemed to have been served in the case of a destination in Ireland two days after the date of dispatch and seven days after the date of dispatch to any other destination. In the case of service by email, when the email is available to read in the recipient's inbox and in the case of facsimile when the addressee's machine acknowledges receipt thereof provided that a copy of the notice or communication is also put into the post in accordance with Clause 20.1 within 24 hours following dispatch of the initial version.

## **21. FAIR COLLECTION NOTICE - DATA PROTECTION ACTS 1988-2003**

21.1 The Company shall comply with the provisions of the Data Protection Acts 1988-2003, as may be amended from time to time and all other applicable data protection legislation in relation to the processing of any personal data it obtains from the Buyer. The Company shall comply with its on-line Privacy Policy when the Buyer purchases the Goods and/or Services from the Company through the Company's website.

21.2 The Company may process all the details it obtains from the Buyer to enable the Company to do business with the Buyer and for the specific purpose of selling the Goods and/or Services to the Buyer. The Company may also request further information from third parties with the Buyer's consent for example, credit reference agencies. The Company shall obtain specific consent from the Buyer for the collection by the Company of sensitive data as defined by the Act such as racial origin, (trade union membership and commission of offences) physical or mental health or criminal convictions.

21.3 Any information gathered will only be used in the context of the business the Company conducts for the Buyer and for any other purpose required for the fair processing of the Buyer's data. The Buyer may notify the Company to cease processing the data if it is unhappy with the way the Company uses the Buyer's personal data or wishes the Company to cease using any data which the Buyer has voluntarily given to the Company.

21.4 The Company may disclose the Buyer's personal data as required by law, including but without limitation, to prevent a crime, discharge a statutory duty or as required by a court order in the context of legal proceedings or to any third parties who process personal data on the Company's behalf, such as computer maintenance companies and any group company within the Company's organisation.

## **22. IRISH LAW**

22.1 This Contract shall be construed and operated in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts in respect of all disputes and any other matters arising out of or in connection with it.