

## SIG TRADING (IRELAND) LIMITED (THE "COMPANY") TERMS AND CONDITIONS OF SALE

These terms and conditions do not apply to Contracts in which the Purchaser is dealing as a consumer insofar as they would be void under the Sale of Goods Act 1893-1980 and the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 or any other applicable provision. The statutory rights of parties dealing as consumers are preserved throughout.

### 1. General

- 1.1 Subject to the above statement in relation to Contracts in which the Purchaser is dealing as a consumer these terms and conditions govern all Contracts entered into by the Company for the sale of goods or supply or services. Any order given to the Company or the acceptance of a tender by the Company shall be deemed to constitute an Agreement to be bound by these terms and conditions. No variation of these terms and conditions shall be of any effect unless agreed by a Director of the Company in writing.
- 1.2 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Purchaser acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.
- 1.3 The Company does not manufacture the Goods and is, accordingly, unable to advise the Purchaser on the fitness of the Goods for any particular purpose. Unless the Company gives written advice or a written recommendation, the Purchaser is entirely responsible for satisfying itself that the Goods are fit for the intended use either by relying on their own expertise or by obtaining professional advice.
- 1.4 Any advice or recommendation given by the Company or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Purchaser's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 1.5 Nothing in these terms affects the liability of either party for fraudulent misrepresentation.

### 2. Other Printed or Standard Condition

It is agreed that only these terms and conditions shall apply to Contracts between the Company and the Purchaser and any documents emanating from the Purchaser which contain printed or standard conditions have been and shall be sent by the Purchaser and received by the Company on the understanding that they appear on the Purchaser's documents because they are printed thereon but have no legal effect whatsoever and the Purchaser waives any rights which the Purchaser might otherwise have to rely on such conditions.

### 3. Previous Conditions

These terms and conditions shall have no effect in place of any other terms and conditions which may have previously been notified by the Company to the Purchaser.

### 4. Description of goods, drawings, specifications, catalogues, estimates and advertising matter

- 4.1 All Goods are supplied subject to reasonable availability to the Company of suitable material. The Company reserves the right without notice to substitute materials, components and units other than those mentioned in the Contract. The Company reserves the right to make any changes in the specification of the goods which are required to conform to any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.
- 4.2 All drawings, descriptive matter, weights, dimensions, specifications, brochures, catalogues, price lists and all advertising matter are approximate and by way of identification only and are intended merely to present a general idea of the Goods or services described therein and their use shall not in any circumstances render any sale a sale by description, nor shall they form part of any Contract.
- 4.3 All prices quoted therein are subject to alteration or withdrawal from time to time without notice.
- 4.4 All drawings and specifications are and shall remain the Company's property and must not be copied, reproduced, divulged either directly or indirectly to any other person without the Company's prior permission.
- 4.5 Production capacity is estimated only but if and to the extent that tests are carried out by the Company prior to delivery the results of those tests shall be final and the Purchaser shall have no claim whatsoever if the production capacity after delivery and/or installation differs from that obtained in the tests.
- 4.6 The Purchaser shall give the Company the earliest possible written, faxed notice of any claim being made or action pending, threatened or brought against it in relation to alleged infringement of any intellectual property rights.
- 4.7 If Goods are to be manufactured or any process is to be applied to the goods by the Company in accordance with a specification submitted by the Purchaser, the Purchaser shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Purchaser's specification.

### 5. Exclusion of liability

- 5.1 Save insofar as the Company has expressly undertaken liability;
- 5.1.1 All express and implied warranties or conditions statutory, or otherwise as to the quality of fitness of materials, goods supplied, work or design done, services performed or any other matter are expressly excluded.
- 5.1.2 The Company shall be under no liability whatsoever for any loss or damage consequential or otherwise suffered by the Purchaser whether caused by negligence of the Company, its servants, or agents, or in any other way whatsoever.
- 5.2 It is expressly agreed that the Company shall be under no liability whatsoever to indemnify the Purchaser against:
- 5.2.1 Loss, damage or injury consequential or otherwise of whatsoever nature and whensoever and howsoever arising for which the Purchaser may be liable to third parties as a result of any act or omission as a direct or indirect result of any act or omission by the Company.
- 5.2.2 Claims in respect of death or injury howsoever caused to any of the Purchaser's servants, agents or employees, or to any servant, agent or employee of any other contractors, sub purchaser or other person to whom the Purchaser may be liable in damages as a direct or indirect result of any act or omission by the Company.

### 6. Prices

- 6.1 The price payable for the Goods shall be the Contract Price plus any adjustment necessary to take account of any increase in costs incurred by the Company prior to the date of despatch. Delivery charges and other expenses incurred by the Company may be added to the invoice, together with the addition of Value Added Tax.
- 6.2 Split deliveries as to time or destination are liable to surcharge.
- 6.3 Quotations of price will normally be given by the Company in euro, but in the event of a quotation being given in a currency other than euro and the exchange rate on the date of which any payments falls due being different from that on;
- (a) The date of the quotation; or
- (b) The date of the acceptance of the Purchaser's order; whichever is the earlier. Then the Company shall have the right to make such adjustments as it may reasonably consider necessary to take account of such difference.

### 7. Payment

- 7.1 Payment without any deduction or deferment on account of disputes or costs claimed is due on the delivery of Goods (or supply of services) to the purchaser within 30 days of the date of the invoice.
- 7.2 Failure to make payments in accordance with the above terms shall result in late payment interest, as calculated in accordance with EU Communities (Late Payment in Commercial Transactions) Regulations 2002 being applied to all outstanding late balances due to the Company by the Purchaser.
- 7.3 The Company reserves the right to demand security for payment at any time before continuing with or delivering any order.

### 8. Insolvency/Default

If the Purchaser:

- 8.1 Being a Company;
  - 8.1.1 Has a petition for its winding up; or
  - 8.1.2 Passes a resolution for voluntary winding up (other than for the purpose of a bona fide amalgamation or reconstruction); or
  - 8.1.3 Compounds with its creditors; or
  - 8.1.4 Has a Receiver or Administrator appointed over all or any of its assets; or
  - 8.2 Being an individual;
  - 8.2.1 Becomes bankrupt or insolvent; or
  - 8.2.2 Enters into any arrangement with his/her creditors; or
  - 8.2.3 Commits a serious breach of this Agreement; (and in the case of such a breach being remediable fails to remedy it within 7 days after receiving notice to do so);
- Then the price of all Goods invoiced and delivered shall immediately become due and payable to the Company and in addition the Company shall have the right in its absolute discretion to cancel or suspend forthwith any Contract subsisting with the Purchaser without prejudice the Company's rights to recover any loss or damages sustained.

### 9. Cancellation

- 9.1 The Purchaser is not permitted to cancel this Contract except with the written consent of a Director of the Company.
- 9.2 Where there is an agreed cancellation as permitted by clause 9.1 above, the Purchaser shall pay to the Company a sum to be determined, representing liquidated damages to compensate the Company against all losses incurred as a result of the cancellation.

### 10. Despatch and Delivery

- 10.1 Any time or date quoted by the Company for delivery is given and intended as an estimate only and the Company shall not be liable in any manner whatsoever or for any loss or damage whatsoever for failure to deliver within such time. No delay, failure or other default in respect of any delivery, part delivery or installment shall entitle the Purchaser to treat the Contract as repudiated.
- 10.2 If delivery or collection of the Goods is delayed as a result of any act or omission by the Purchaser, payment shall nevertheless be due to the Company as if the goods had been delivered when ready and the Company shall be entitled to make a reasonable charge for storage of the Goods until the Purchaser actually takes delivery thereof.
- 10.3 The Purchaser shall be solely responsible for the unloading of the Goods if the Company has delivered the Goods or for the loading of the Goods if the Purchaser is collecting the Goods and the Company shall not be liable for any damage that occurs in the course of such loading or unloading.
- 10.4 In the event that such loading or unloading exceeds a period of 1 hour then demurrage may be charged.
- 10.5 If 3 months shall have elapsed after the date on which the Purchaser has been notified that the goods have been ready for despatch or collection and the Goods shall not have been collected or no instructions for their despatch shall have been given, then without prejudice to any other right or remedy the Company might have, the Company shall be entitled to sell or dispose of the Goods whether paid for or not as they Company may see fit and to apply the proceeds of such sale or disposal (if any) in reduction of any claim the Company might have against the Purchaser whether for the price or otherwise, and the Purchaser shall be deemed to have given the Company irrevocable authority so to do.

### 11. Passing of Property and Risk

- 11.1 Property in the goods shall pass to the Purchaser upon whichever is the last of the following events, namely payment in full of the price of the goods, and payment in full of every sum which is due from the Purchaser to the Company whether under this Contract or otherwise howsoever.
- 11.2 Until the happening of the last such event, the Purchaser shall keep the Goods as bailee and shall insofar as may be possible store them in such a way that they are identifiable as the property at the Company and separate from all other goods in the Purchaser's possession.
- 11.3 At any time before the happening of the last event mentioned in clause 11.1 above the Company may by notice in writing to the Purchaser determine the Purchaser's right to sell the Goods and the Purchaser shall thereupon return the goods to the Company and shall cease to be in possession of the Goods with the consent of the Company and at any time after the giving of such a notice the Company may enter upon any premises where the Goods are or are reasonably believed to be and remove them.
- 11.4 Notwithstanding the other provisions of this clause 11, the Purchaser shall be entitled to resell or use the Goods in the ordinary course of its business.
- 11.5 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Purchaser does so all moneys owing by the Purchaser to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable.
- 11.6 Notwithstanding the foregoing, the Goods are at the entire risk of the Purchaser from the time of delivery or collection.
- 11.7 For the avoidance of doubt, the Purchaser is to be responsible for the safe and proper storage and insurance of materials and plant upon delivery to site and also for providing and maintaining properly constructed lock-up storage throughout the period of the Contract.

### 12. Loss or Damage in Transit

- 12.1 Liability for loss or damage in transit will not be investigated except where the following conditions apply:
- 12.1.1 Damage and shortage  
Notification to the Carrier and the Company must be given in writing within 3 days from the date of delivery
- 12.1.2 Loss  
Passenger/postal/rail/road transport The Company must receive notification of non-delivery within 7 days from the date of invoice.

### 13. Samples

Samples are sent and inspected solely to enable the Purchaser to judge the quality of the bulk and shall not render any sale a sale by sample. All samples are to remain the Company's property and to be returned to the Company on request.

### 14. Force Majeure

- 14.1 Without prejudice to the generality of any previous exclusion or limitation of liability, the Company shall not be liable for any failure to fulfil any term of any transaction governed by these terms and conditions if fulfillment has been delayed, hindered or prevented by any circumstances beyond the Company's reasonable control including but not limited to the following: Act of God, war, riot, civil commotion, strike, lock out or other labour disturbance or restriction, fire, flood, explosion, import restriction, or failure on the part of the Company's normal suppliers to make deliveries.
- 14.2 If the Company is able to fulfil some but not all of the demand for its Goods it may allocate its supplies amongst its customers in such a manner as the Company in its absolute discretion considers fair.

### 15. Returns

Goods supplied and invoiced by the Company can only be returned by the Purchaser with the written consent of the Company and will be subject to a re-stocking charge of 15% of the invoice value of the Goods in question.

### 16. Sub-Contractors

The Company reserves the right at its sale discretion to subcontract the whole or any part of the work involved in the supply of the Goods.

### 17. Access to Site

- 17.1 The Purchaser will ensure that at all times the Company has free access to the site where the Goods are to be delivered.
- 17.2 In the event of the Company being unable to gain access to the site, or the site not being in a condition in which the Company can deliver Goods, then the Company shall be entitled for all of the costs incurred in any abortive visits to the site in addition to any visits to the site required to deliver the Goods.
- 17.3 The Contract is made on the strict understanding that provision will be made on site free of charge for use by the Company of all equipment and facilities necessary including lifts and any other services required by the Company to carry out its obligations in accordance with the conditions herein.

### 18. Invoicing By Email

The Company will have the right to invoice the Purchaser by e-mail where the Purchaser has consented to invoices being submitted in this manner. Where invoices are sent out using electronic mail they will be deemed to have been received by the Purchaser on the date when they are sent provided that the electronic mail is transmitted between the hours of 9.00 am and 5.00 pm on a day between Monday and Friday not being a Bank Holiday (a Business Day). If the mail is sent to the Purchaser outside of these times then the Purchaser will be deemed to have received the invoice on the next Business Day following.

### 19. Further Assurance

The Purchaser shall return from time to time upon the request of the Company, execute any additional documents and do any other acts or things which may reasonably be required to effectuate the purposes of this Contract.

### 20. Notices

A notice required or permitted to be given by either party to the other under these Terms and shall be in writing addressed to that other party be its registered office or principal place of business or such other address as may be the relevant time have been notified pursuant to this provision to the party giving the notice.

### 21. Waiver

The waiver of forbearance or failure of the Company in insisting in anyone or more instances upon the performance of any provisions of this agreement shall not be construed as a waiver or relinquishment of the Company's rights to future performance of such provision and the Purchaser's obligation in respect of such future performance shall continue in full force and effect.

### 22. Law Governing the Contract and Jurisdiction

The Contract shall in all respects be construed in accordance with the laws of Northern Ireland and the Purchaser hereby irrevocably submits to the jurisdiction of the Northern Irish Courts in relation to all matters in dispute hereunder.

### 23. GDPR

- (a) SIG Ireland ("SIG") is the controller of any personal data collected during and for the purpose of the performance of the Contract. You confirm you understand that your personal data will be processed by SIG as described in the Privacy Notice attached to this Contract and available at <http://www.sigplc.com/corporate-responsibility/policies>
- (b) The Seller may use any information that the Buyer has provided to the Seller to enable a search to be made with credit reference agencies to assess the creditworthiness of the Buyer and to search against any personal credit records of all directors and/or proprietors of the Buyer (in respect of which the Buyer confirms that all necessary consents from the individuals have been obtained) where the Buyer has sought or has entered into credit terms with the Seller. Such searches may include a search against current or previous addresses in the last three years.
- (c) For the purposes of credit referencing, fraud prevention and any money laundering regulations that may apply, the Seller may share the account information and trade history with other lenders and credit reference agencies. The Seller may from time to time review the account of the Buyer, and further searches of credit reference agencies and/or personal credit record searches may be undertaken by the Seller.
- (d) Under the Data Protection Act 2018 and the General Data protection Regulations those individuals referred to at clause 23(b) above have the right to apply for a copy of the information about them held by the Seller and have the right to correct any inaccuracies in any such information held by contacting [dataprotection@sigplc.co.uk](mailto:dataprotection@sigplc.co.uk).

### 24. Other

If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

### SIG TRADING (IRELAND) LIMITED SCHEDULE OF TERMS & CONDITIONS OF PURCHASE REFERRED TO

1. The Supplier shall execute and complete or deliver the Contract works or goods subject to and in accordance with this contract in all respects to the reasonable satisfaction of the Company and in conformity with all reasonable directions and requirements of the Company including all reasonable rules of the Company (so far as they may apply), for the time being regulating the due carrying out of the contract works.
2. The Supplier shall: - fully comply with the terms of the Contract and shall also indemnify the Company against any loss, damage or costs arising from any breach by the Supplier of the Contract conditions or negligence or breach of duty by the Supplier his servants or agents.

PROVIDED THAT nothing in this Contract shall impose any liability on the Supplier in respect of any negligence or breach of duty on the part of the client, the Company, or other contractors or respective servants or agents nor create any privity of contract between the Client and the Supplier or any other contractor.

3. The Company and the Supplier shall so far as is reasonably practical effect and keep in force during all material times policies of insurance with such insurance company and for such amount as shall be approved by the other against their respective liabilities at common law or statute in respect of injuries to persons or property arising out of and in the course of the execution of the Contract Works and/or arising out of and in the course of the employment of any workmen employed by them respectively or caused thereby or due thereto respectively.
4. No variation of the Contract Works or Goods shall be carried out without the written permission of the Company nor shall the Supplier assign or sub-contract this contract without the consent of the Company in writing.
5. The Company shall insure against fire the whole of the contract works or goods (but such insurance shall not cover the Supplier's tools, plant, equipment or other property which shall be at the sole risk of the Supplier).
6. All defects, shrinkages or other faults in the contract works or goods or damages to the contract works or goods arising therefrom ensuing within a period of 6 months from the delivery or completion date shall be made good forthwith by the Supplier at his own expense.
7. The Supplier shall proceed with the contract works within 7 days of receipt by him of an order by the Company in writing to that effect and shall proceed with the same due expedition and shall complete or deliver the contract work or goods within the delivery or completion date specified in this Contract and if the Supplier fails to complete the Contract works or deliver the goods within the said period he shall pay to the Company any loss or damage suffered or incurred thereby by the Company and the Company shall give the Supplier reasonable notice that the same is being or has been suffered or incurred.
8. This contract is terminated forthwith if the Supplier commits an act of bankruptcy, wholly suspends the work, fails to proceed with the work or deliver the goods expeditiously to the satisfaction of the Company or to remedy defective work and remains in default after 7 days notice in writing given by the Company.

**SIG Trading (Ireland) Limited**