

BARENTZ IRELAND LIMITED

1. General

1.1 These Conditions cover all sales of goods ("**Goods**") by us and these Conditions apply to all contracts for the supply of Goods to the exclusion of all others (including, without limit, any on your order). "We", "our" and "us" shall mean Barentz Ireland Limited or any other affiliated company whose name is on the Order (as defined below).

1.2 The entire contract for any sale of Goods (the "**Agreement**") shall comprise these Conditions and your Order.

1.3 Unless otherwise specified in writing, quotations are valid for only 2 days from the date of issue.

1.4 No order is binding on us until we accept it in writing, whereupon it is the "**Order**". No Order may be cancelled in whole or part except with our prior written agreement.

1.5 Any samples, drawings, descriptive matter, or advertising produced by us and any descriptions or illustrations contained in our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Agreement nor have any contractual force.

1.6 For the purposes of these Conditions "**Certificate of Analysis**" means the certificate produced by the manufacturer in respect of the Goods which either demonstrates that the Goods comply with the Specification at the time of manufacturing or is the certificate produced by the manufacturer which demonstrates the specification for the Goods that has been specified by us or agreed between the parties from time to time and "**Specification**" means the manufacturer's specification of the Goods. "**Certificate of Conformity**" means the certificate signed by the manufacturer of the product declaring that the product meets all technical, quality and safety requirements of the directives and regulations that apply to it.

2. Delivery

2.1 Any delivery or performance dates are estimates only and you shall not be entitled to refuse delivery of Goods made outside the estimated delivery period or claim a price reduction or damages in respect of any such delivery.

2.2 Each instalment of Goods shall be a separate contract. Any default in delivery of an instalment shall not entitle you to cancel the remainder of the Agreement or treat it as repudiated.

2.3 Delivery will be made to the address stated in your Order. Any costs incurred to deliver the Goods elsewhere may be charged to you, as may any costs we incur by virtue of your failure to accept delivery of the Goods.

2.4 Delivery of the Goods shall be deemed to have taken place on the earlier of (i) the time they are actually delivered to your premises, (ii) the time you or your designated third party courier collects them, and (iii) the time they come under your control.

3. Risk and Title

3.1 Risk in the Goods passes to you on collection or on delivery to you or your carrier (as the case may be). Ownership of the Goods shall pass to you when you pay all monies owing to us.

3.2 We may claim against you for the Price (as defined in Condition 4.1 below) even though ownership has not passed. Until such time as ownership passes to you, you must store the Goods safely, securely and separately from your own goods, clearly marked as our property and in strict compliance with any recommendations and instructions of the manufacturer of the Goods.

3.3 You may use or re-sell (at full market value) the Goods in the ordinary course of your business prior to the passing of title provided that such use and/or re-sale is of our property, on your behalf as principal.

3.4 You are deemed to have re-sold and/or used the Goods in the order in which they were invoiced by us. If you are at any time late in making payment of any sum due to us or in breach of any Agreement we shall be entitled to repossess those Goods to which title has not passed to you or, at our sole option and in circumstances where the Goods are bespoke to you, to elect to have the outstanding sums paid to us immediately in lieu of repossession.

3.5 You grant us the right to enter upon any premises where the Goods are stored to effect such repossession and/or at any time to inspect the Goods.

3.6 You may not pledge or in any way charge for any indebtedness any Goods which are our property. If you do so, you shall be in material irremediable breach of all Agreements and all sums owing to us from you shall become immediately due and payable.

4. Offers, Prices and Payment

4.1 The price for the Goods shall be the price agreed at the date of our acceptance of your Order ("**Price**") on an ex-works basis and you shall be additionally liable to pay (i) our charges for transport, packaging and insurance; and (ii) any applicable value added tax unless expressly stated and agreed otherwise in the Order.

4.2 Goods must be paid for at the time of placing the Order by electronic transfer of funds. Goods bought on credit must be paid in full 30 days from the date of our invoice unless otherwise agreed with us in writing. Time for payment shall be of the essence and all payments shall be made in the currency stated on the invoice.

4.3 If at any time your credit worthiness becomes unsatisfactory (in our sole opinion) or you exceed your credit limit, we may:

4.3.1 require advance cash payment for any future deliveries;

4.3.2 require other security satisfactory to us;

4.3.3 withhold any delivery or refuse collection; and/or

4.3.4 terminate the Agreement with immediate effect.

4.4 Unless otherwise agreed in writing by us, all amounts due shall be paid by you to us in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.5 If you default on any payment under any Agreement or we terminate an Agreement in accordance with Condition 9, all payments due under all Agreements between us shall become payable immediately and we may:

4.5.1 charge you interest at the maximum rate permissible by law;

(a) calculated (on a daily basis) from the due date until payment; and

(b) before and after any judgment (unless a court orders otherwise);

4.5.2 claim fixed sum compensation from you as permitted by law to cover our credit control overhead costs; and

4.5.3 recover (under Condition 4.6) the cost of taking legal action to make you pay.

4.6 You shall indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, legal costs on a full indemnity basis and the cost of instructing a debt recovery agency to recover a debt due to us if any) following any breach by you of any of your obligations under any Agreement.

4.7 We may increase the Price or change the freight charges or terms of payment at any time upon not less than 3 days' prior written notice. Prior to the effective date of such increase or change you may give written notice cancelling the Agreement or may give written notice objecting to such increase or change. If you so object we may elect to continue to supply you at the Price, freight charge or terms of payment existing at the time of the announced increase or change or, if unwilling to do so, may cancel the Agreement upon written notice. Your failure to make written objection prior to the effective date of such increase or change shall be considered acceptance thereof.

4.8 If the Price, freight charge or terms of payment or any Price increase or change in freight charge or terms of payment or our ability to make any such increase or change, should be altered or prohibited by reason of any law, government decree, order or regulations, we may cancel the Agreement immediately upon written notice.

5. Warranties and Returns

5.1 We warrant that the Goods will comply with the Specification or the Certificate of Analysis or Certificate of Conformity upon delivery. All warranties conditions and/or terms implied by law are excluded to the fullest extent permitted by law. For the avoidance of doubt, we do not warrant that the Goods will comply with parameters not specified in the Specification or the Certificate of Analysis or the Certificate of Conformity.

5.2 While we warrant that the Goods supplied will be within Specification or comply with the Certificate of Analysis or Certificate of Conformity depending on the terms agreed between the parties upon delivery we are not in a position to test products which we supply. You acknowledge and accept that we do not open the packaging of the Goods and inspect them prior to despatch.

5.3 You rely solely on your own skill and judgment in determining the suitability of the Goods for any particular purpose and the compliance of the Goods with local laws and regulations. You are solely responsible for ensuring that the Goods comply with local laws and regulations and that any performance requirement indicated in any documentation supplied by us in respect of the Goods is sufficient and suitable for your purpose.

5.4 Upon delivery or collection you will inspect the package/packaging. Where the package/packaging is/are appears to be damaged in any way then you must bring this to the attention of the deliverer. Where items are signed for on delivery or collection you must mark "package damaged" when signing for the item.

5.5 Immediately upon receipt you will properly inspect the Goods and shall notify us in writing within 3 days of delivery or collection if the Goods are damaged or do not comply with the Agreement provided,

however, that such time period for inspection shall not apply to latent defects, which must be reported to us within ten (10) days after their discovery. All expenses or cost for the inspection shall be borne by you. If you fail to give notice of non-compliance within such inspection period, the Goods shall be deemed to be accepted. Where a claim for defect or damage is made, after contacting us in accordance with Condition 5.4 you are under a duty to take care of the Goods until they have been returned to us or we have confirmed in writing that you may dispose of the damaged Goods in accordance with local regulations and laws. Once we have received the returned Goods and if the Goods are defective then we will either provide a replacement or a credit note. However, any failure to follow the requirements and procedures detailed in Condition 5 will be considered a breach by you and we will not provide a replacement or a credit note.

6. Compliance

6.1 You shall be responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, registration, labelling and resale of all Goods as from their delivery or collection.

6.2 Many chemicals are potentially dangerous and should only be used or handled with appropriate care. You have the responsibility to ensure that markings and instructions required under health and safety regulations and applicable law are maintained on Goods and packages and are followed and transferred in the event you re-pack the Goods.

6.3 You warrant that any exportation of our Goods will be in strict conformance with applicable law, including relevant export control regulations.

6.4 You confirm that you will not use such Goods or facilitate their use by third parties in violation of such regulations, manufacturer's instructions or any restrictions set out in the Order.

6.5 Where you use the Goods in the manufacture, supply or distribution of any other goods or in the provision of a service then you shall indemnify and hold us harmless from and against all loss, damages, costs and expenses awarded against, suffered by or incurred by us in respect of such use.

7. Force Majeure

We shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of our obligations under it if such delay or failure results from an event, circumstance or cause beyond our reasonable control.

8. Limitation of Liability

8.1 In no event will we be liable for loss of profits, business, revenue, goodwill or anticipated savings, damage to reputation or any special indirect or consequential loss, whether in contract, tort (including, without limit, negligence) or otherwise and regardless of whether we knew or had reason to know of the possibility of the same.

8.2 Except as follows, our liability to you in respect of all causes of action arising in contract, tort (including, without limit, negligence) or otherwise under, in connection with or, arising out of, the Agreement shall not exceed the aggregate of the Price of the Goods sold or provided under the relevant Agreement.

8.3 Subject to Condition 8.4, we shall not be liable in contract, tort (including, without limit, negligence) or otherwise to the extent that such liability arises as a result of any of the following:

8.3.1 inaccuracies or omissions in any data, drawings, calculations, specifications, information or material (including any misleading items therein) supplied to us for the purposes of enabling us to supply the Goods;

8.3.2 any errors or omissions in instructions given by you, your agents, consultants or subcontractors in connection with the Goods; and/or

8.3.3 any defects, delays, interruptions, failures or malfunctions in the operation of any computer, testing, field trial or other equipment used by us in supplying the Goods.

8.4 We do not limit our liability for fraudulent misrepresentation, for death or personal injury caused by our negligence or for any other liability the exclusion or limitation of which is prohibited by Irish law.

9. Termination

9.1 Any Agreement and any performance pursuant to it may be terminated by a party immediately if the other party (a) is the subject of bankruptcy, insolvency or similar proceedings or (b) defaults in its material obligations under the Agreement and, if remediable, such default is not cured within 30 days from the date of sending of a default notice by registered letter.

9.2 We also reserve the right to suspend supply of Goods if we have a right to terminate under this clause.

10. Confidential Information

10.1 Each party agrees and undertakes that it shall keep confidential and shall not use for its own purposes, nor without the prior written consent of the other party disclose to any third party, any information of a confidential nature (including trade secrets and information of commercial value) which may become known to that party from the other party ("**Confidential Information**"), unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Condition 10.1 or subsequently comes lawfully into the possession of that party from a third party.

10.2 To the extent necessary to implement the provisions of any Agreement, each party may disclose Confidential Information to those of its employees as may be reasonably necessary or desirable, provided that before any such disclosure each party shall make those employees aware of its obligations of confidentiality under such Agreement and shall at all times procure compliance by those employees with them.

11. General

11.1 Each party's rights and remedies are cumulative and no failure or delay by either party in enforcing its rights or remedies shall be construed as a waiver of such rights or remedies unless stated by the waiving party in writing to be so, nor shall any partial exercise of a right or remedy preclude or limit the further exercise of that or any other right or remedy.

11.2 The invalidity, unenforceability or illegality of any part of an Agreement shall not affect the remainder of it which shall remain in full force and effect.

11.3 The Agreement sets out the entire agreement between the parties and may not be varied except by the written agreement of the parties.

11.4 You acknowledge that in entering into each Agreement, you did not rely upon any matters that are not set out in it.

11.5 No Agreement may be assigned in whole or in part by you without our prior written consent. We are entitled to assign, novate or otherwise transfer or deal with any Agreement upon providing notice to you.

11.6 A person who is not a party to an Agreement shall not derive the right to enforce any of the terms of that Agreement.

11.7 Data relating to individuals is subject to the Data Protection Act 2018 and GDPR. By applying for or accepting a credit facility you agree that we may process data relating to the proprietor(s) or principal directors in order to establish a credit limit. From time to time we may make a search with one or more credit reference agencies that will provide us with credit history and an assessment of credit worthiness and will keep a record of that search and will share that information with other businesses. We will also monitor and record information relating to your trade performance. Such records may be made available to credit reference agencies, who will share that information with other businesses for fraud prevention purposes and when assessing applications for credit.

12. Anti-bribery and Corruption

12.1 You shall (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption (Amendment) Act 2010 and the Criminal Justice (Corruption Offences) Act 2018, (ii) not bribe, promise or give financial advantage to another person (including a Foreign Public Official) whether directly or indirectly and must not receive any bribe, promise or other financial advantage from a third party which in each case may be designed or intended to induce or reward the improper performance of a function or activity, (iii) promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of any Agreement and, at our request, confirm in writing that you have complied with this Condition 12.1 and provide such supporting evidence of compliance as we may reasonably request.

12.2 Breach of this Condition 12 shall be treated as a material breach of the Agreement for the purposes of Condition 9.1.

13. Governing Law

13.1 All Agreements shall be governed by Irish law and both you and we submit to the exclusive jurisdiction of the Irish courts (including for any non-contractual claims).

13.2 For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to any Agreement. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with these Conditions, these Conditions shall prevail.

13.3 Nothing in this Condition 13 shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude us from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

