

1. DEFINITIONS

“SP” – SMARTPLY Europe Designated Activity Company.

“Buyer” - Any person, groups of persons firm or company purchasing or ordering goods from SP.

“SP Group” – SMARTPLY Europe Designated Activity Company and any subsidiary or associated Company or joint venture partner.

“Goods” - Any goods or services provided by SP to the Buyer. “these Conditions” means these general terms and conditions of contract for the sale of Goods and references to a “Condition” or “Conditions” are to be construed as references to the provisions of these Conditions.

2. APPLICATION AND SCOPE

(a) These Conditions apply to all and any contracts, agreements or transactions between SP and the Buyer. They prevail over any conditions contained or referred to in any documents of the Buyer and any provision to the contrary is hereby excluded.

(b) These Conditions together with any SP sales or delivery confirmations and/or advices and/or invoices represent the complete agreement between SP and the Buyer and any variation to these Conditions (including any special terms and conditions between the parties) shall have no effect unless expressly agreed in writing between the authorised representative of the Buyer and the management of SP from its headquarters in Ireland.

(c) The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SP which has not been expressly agreed in writing between the authorised representative of the Buyer and the management of SP from its headquarters in Ireland. Any technical advice or recommendation given by SP or its employees or agents to the Buyer or its employees or agents is followed or acted upon

entirely at the Buyer’s own risk, and accordingly SP shall not be liable in any way in respect of any such advice or recommendation. Any error, inaccurate information or omission in any document or information issued by SP shall be subject to correction without any liability on the part of SP.

(d) Each order or acceptance of a quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions. No order placed by the Buyer shall be deemed to be accepted by SP and no contract will come into existence until a written acknowledgement of order is issued by SP from its headquarters in Ireland [or (if earlier) SP delivers the Goods to the Buyer in accordance with Condition 7]. The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

3. PRICE

(a) The price shall be as stated on the invoice sent to the Buyer by SP unless otherwise agreed in writing in accordance with Condition 2b. Note: Value Added Tax is not included and will be added to the price where applicable.

(b) Prices indicated in SP catalogues, price lists and trade literature are for guidance only and SP reserves the right to withdraw, alter, or refuse such prices at any time and without notice.

(c) Unless otherwise expressly agreed in writing, SP reserves the right to revise any agreed price to take account of fluctuations in exchange rates, increase or imposition of any tax, duty or levy and clerical or administrative errors or any increase in SP’s costs including but not limited to the costs of raw materials, freight, shipment, haulage, labour, fuel, insurance.

(d) SP quotations operate as invitations to the Buyer to place orders. They are not tenders

and are subject to confirmation by SP upon receipt of the Buyers order in accordance with Condition 2d.

(e) No order which has been accepted by SP may be cancelled by the Buyer except with the agreement in writing of SP and on terms that the Buyer shall indemnify SP in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by SP as a result of cancellation.

4. PAYMENT

(a) Unless otherwise agreed in writing in accordance with Condition 2b, the credit period indicated on the invoice will apply and the invoice must be paid before the expiration of that credit period. If any payment becomes overdue SP may charge interest at 4% over the Allied Irish Bank base rate for the time being from the due date until payment.

(b) SP reserves the right to suspend or stop deliveries and to withdraw or restrict credit provisions if any payment becomes overdue or if SP has reason to believe that the Buyer may be unable or unwilling to pay for the Goods.

(c) Any sums due and owing to the Buyer from SP may at any time be offset by SP against any sums due and owing to SP or any other SP Group Company from the Buyer.

(d) Time is of the essence with regard to payment of invoices.

5. QUANTITIES

All quantities, specifications and correspondence with sample shall be subject to reasonable commercial variation not exceeding plus or minus 5% which variations shall be accepted by the Buyer and shall not permit the Buyer to refuse acceptance of delivery or payment for the Goods.

6. SPECIAL ORDERS

(a) SP may manufacture, machine, or treat goods in accordance with the Buyer's drawings, designs, sample sections, specifications or instructions. The Buyer accepts full responsibility for the accuracy of the same and indemnifies SP against all liability (including but not limited to any costs in defending proceedings) arising from SP's compliance with the Buyers drawings, designs, sections, or instructions.

(b) The Buyer is responsible for ensuring that any licences, consents or permissions required by statute, by-law or otherwise are obtained.

7. DELIVERY

(a) Where the Goods are sold on a collect basis, delivery to the Buyer occurs immediately the Goods are loaded onto the Buyers vehicle save where the vehicle is equipped with Loading equipment which is to be used to load the Goods whereupon delivery occurs in the instance prior to loading.

(b) Where SP agrees to deliver the Goods, or where the Goods are sold on an ex-quay basis, delivery to the buyer, or the buyer's customer in the case of third party deliveries, occurs in the instance prior to unloading save where the delivery vehicle is equipped with loading equipment which is to be used to unload the Goods whereupon delivery to the Buyer takes place in the instant following unloading [The costs of any such delivery shall be borne by the Buyer.]

(c) SP shall deliver the Goods in one or more instalments and each instalment shall be treated as a separate contract. Failure by SP to meet any delivery, or part delivery, shall not entitle the Buyer to reject the balance of the Goods.

(d) The Buyer must give instructions for delivery in good time to allow them to be carried out upon arrival of the Goods. The Buyer is responsible for any costs arising from his failure to give proper instructions or to

provide transport as agreed or to unload any craft or vessel within the agreed time.

(e) Where Goods are to be collected by the Buyer or the Buyer elects to delay delivery, SP will store them rent free for a period of 14 days from the date on which notice to collect is given to the Buyer. Thereafter the Buyer shall pay rent at a reasonable rate (as determined by SP). In such circumstances risk passes to the Buyer at the expiry of the rent free period.

(f) Times and dates quoted for delivery are estimates only and are not binding on SP.

(g) The Customer may request in writing a "proof of delivery" from SP for a period of up to ten working days after receipt of the SP invoice. Failure by the Customer to do so will deem him to have accepted delivery.

8. RISK / TITLE

(a) Risk passes to the buyer on delivery as defined in Condition 7.

(b) Title to the Goods shall not pass to the buyer until payment for them has been received in full by SP at its headquarters in Ireland free of set-off or deduction.

(c) Until such time as the price of the Goods has been paid the Buyer shall store the Goods in such a way as to enable them to be identified as the property of SP and shall be liable to SP for all damage to the Goods howsoever caused. The Buyer hereby irrevocably agrees that representatives of SP may without notice to the Buyer enter onto the Buyer's premises with such vehicles and equipment as may be necessary to remove the Goods.

(d) Notwithstanding Condition 8c, the Buyer shall be entitled to resell or use the Goods in a bona fide manner in the ordinary course of its business and SP, in addition to all other rights, shall have the right to trace the proceeds of such resale, use or other disposition to the fullest extent permitted by law.

9. DEFECTS

(a) Subject to the provisions of this Condition 9, SP warrants the Goods against defects in materials or workmanship for a period of six (6) months from the date of delivery to the Buyer. SP's obligations under this warranty are limited to the repair, replacement or making good of those parts of the Goods which are defective, at SP's sole discretion.

(b) The above warranty is given in lieu of and replaces, excludes and extinguishes to the fullest extent permitted by law all and every condition warranty term or representation as to quality, fitness for purpose, merchantability, delivery or otherwise which may be implied or imposed by statute, common law, trade usage or by any other means.

(c) Notice of any defect or shortfall giving full details of any such defect or shortfall, must be given to SP in writing within five (5) working days of delivery of the Goods, and SP must be allowed to inspect the Goods immediately upon receipt of such written notification failing which all claims shall be deemed to be absolutely waived. SP will have no liability if bulk is broken pending settlement of any claim or if the Goods cannot clearly be identified as Goods supplied by SP. Under no circumstances shall any alleged defective Goods be returned to SP unless SP has consented in accordance with Condition 2b to such return.

(d) SP will not be liable to repair, replace or make good any loss in respect of defects caused by incorrect handling, machining, installation, storage, treatment or use by the Buyer or any third party or by normal wear and tear.

(e) A claim by the Buyer regarding defective Goods shall not entitle the Buyer to deduct any sum from any invoice unless a credit in respect of such claim has been agreed to by SP in accordance with condition 2b. Amounts due by the Buyer shall be paid in full in accordance with these Conditions.

10. LIABILITY

(a) Save as set out in Condition 9, SP shall have no liability to the Buyer for any damages or losses, direct or indirect, resulting from defects or from any act or default of SP.

(b) SP shall have no liability for any indirect or consequential losses or expenses, however caused, including but not limited to loss or damage to anticipated profits, contracts, reputation or goodwill, labour costs or losses or expenses arising from third party claims.

(c) Subject to condition 10a, in no circumstances shall SP's total liability in contract, tort or otherwise exceed the price of the particular Goods giving rise to the liability.

(d) If the person who supplies SP with goods or materials validly excludes, restricts or limits his liability to SP then liability of SP to the Buyer in respect of those goods shall be correspondingly excluded, restricted or limited. SP will on request supply the Buyer with details of any such exclusion, restriction or limitation.

(e) Where the Goods are to be manufactured, machine treated or installed by SP, SP reserves the right to sub-contract such operations to a third party in which case they shall be carried out in accordance with the standard terms and conditions of that third party. SP will on request obtain for the Buyer a copy of any such terms and conditions.

(f) If the Goods are to be manufactured or any process is to be applied to the Goods by SP in accordance with a specification submitted by the Buyer, the Buyer shall indemnify SP against all loss, damages, costs and expenses awarded against or incurred by SP in connection with or paid or agreed to be paid by SP 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 SP's use of the Buyer's specification.

(g) Where SP procures goods from a third party and the price to SP is varied or the contract with SP is cancelled or altered by such third party (whether lawfully or otherwise) the Buyer may either accept such cancellation or alteration or may cancel his contract with SP provided that SP shall have no liability towards the Buyer and the Buyer shall indemnify SP against any costs or expenses incurred by SP in procuring or trying to procure the goods for the Buyer.

11. FORCE MAJEURE

SP shall not be liable for failure or delay in fulfilling any of its obligations where fulfilment thereof is prevented, frustrated, impeded, delayed or rendered uneconomic by circumstances or events beyond SP's reasonable control.

12. WAIVER

The rights of SP shall not be prejudiced or restricted by any indulgence or forbearance extended by SP to the Buyer and waiver of any particular breach shall not operate as a waiver of any subsequent breach.

13. SEVERANCE

If any condition or part of a condition is deemed by any competent authority to be invalid for any purpose it shall for that purpose be deemed to have been omitted without prejudice to the effectiveness of the remainder of the condition in question and all other conditions or parts of conditions.

14. LAW / JURISDICTION

These conditions and all agreements made between SP and the Buyer shall be governed by and construed in accordance with Irish Law and the Buyer hereby submits to the non-exclusive jurisdiction of the Irish courts.