



Terms and Conditions of Sale: **Between: the Supplier and the Customer:**

1. GENERAL: As the Customer, your acceptance of any quotation, submitted in accordance with Condition 2, constitutes acceptance of these conditions as terms of any contract made between the Supplier and the Customer for the supply of Products.

Entire Agreement: All other conditions and any modifications of these conditions and all other conditions and warranties in any other document upon which the Customer may claim to rely are excluded, unless the Supplier expressly accepts them in writing.

2. QUOTATIONS:

The Supplier will issue the Customer a written Quotation upon sales enquiry.

Unless previously withdrawn, the Supplier quotation is open for acceptance by the Customer by the placing of a purchase order within 28 days of the date of the quote or such longer period as the Supplier may prescribe.

3. SALES ORDER ACKNOWLEDGEMENT (SOA): The Supplier endeavours to acknowledge the Customer's Purchase Order (PO) within 24 hours of email receipt. The Supplier notes that due to the customized nature of many of the Goods supplied, there may be significant cancellation charges. The details of the SOA are accepted as final and contractually binding on the Customer unless they are corrected in writing within 3 days. Cancellation beyond 3 days may not be an option.

Purchase Order Acceptance: Conditional. Supplier's issuance of the SOA is expressly made conditional (i) upon Customer's assent to any and all terms contained in the SOA that are additional to or different from any terms on any Purchase Order, and (ii) upon Customer's further assent that the terms contained in these Terms & Conditions constitute the sole and exclusive agreement between Supplier and Customer. Such assent shall be deemed given unless Customer notifies Supplier in writing of Customer's objection to specific terms within three (3) days after Supplier's issuance of the SOA or the shipment of the Goods, whichever is earlier. Issuance of a Purchase Order with additional or different terms is not an objection to specific terms of the SOA. No Acceptance. Supplier's performance under the SOA does not constitute an acceptance of provisions of any Purchase Order that are different from, or additional to, the terms of the SOA. Such different or additional provisions are hereby expressly rejected and are void.

4. CONDITIONS AND WARRANTIES: All Products are supplied in good faith and are guaranteed against material defect and faulty workmanship. The Supplier endeavours to supply only certified products in compliance with CE/EN BS standards as applicable. Notwithstanding the above, the Supplier shall not be responsible for claims arising from misuse or misapplication of the Products by the purchaser or any employee of the Customer.

LIMITATION OF WARRANTY. Supplier warrants that the Goods delivered shall conform to the standard/grade (subject to the limitations set forth below) and quantity specified in the SOA. All other warranties, express or implied, including (without limitation) any implied warranty or merchantability or warranty of fitness for a particular purpose are hereby disclaimed. If a sale is based upon a sample, the sample shown by Supplier to Customer was for demonstration purposes only, and Supplier makes no warranty that the Goods delivered shall conform to the sample; conformity of the Goods to the sample is not a part of the basis of the bargain between

Supplier and Customer. If the Order includes goods which have been fabricated in accordance with manufacturing drawings or photos approved or supplied by Customer, those goods are only warranted to be in substantial compliance with the *specifications* of any such drawings or photos as detailed in the SOA.

LIMITATION OF LIABILITY. Supplier's liability shall be limited to the following - as elected by the Supplier in its absolute discretion: A) Replacing duly rejected goods to the point of delivery (As specified in the SOA) with a reasonable timeframe following proper and timely rejection by the Buyer or B) refunding the purchase price. Under no circumstances shall the Supplier be liable to the Buyer for consequential, special, punitive or incidental damages of any nature whatsoever, arising from nonconformity of goods or delay in shipment or any other breach by supplier.

REJECTION. Any claim of shortages and/or damaged packaging or other materials must be written on the proof of delivery receipt after the Goods arrive at the destination specified in the SOA. Any other rejection of the Goods shall not be effective unless it is made and written notice thereof is given within the timeframes set out below (each, the "Inspection Period"): Prior to unloading with respect to Goods delivered as bulk cargo (normally delivered by container); and within three (3) days after delivery of Goods other than Goods delivered as bulk cargo, including without limitation, Goods that are packaged in bags, totes or on pallets. Customer waives any right of rejection once the Goods are mixed or combined with any other goods. If such written notice of rejection of the Goods or claim of shortages and/or damaged material is not received before the expiration of the Inspection Period, Customer shall be deemed to have waived any right to reject such Goods or to claim shortages and/or damaged material. All claims for rejected Goods or shortages or damaged Goods must be supported by written exceptions by Customer or Customer's representative and emailed to the Supplier's sales representative prior to the expiration of the Inspection Period. Failure to take exceptions against the carrier for short delivery and/or damages shall constitute a waiver of such claims.

ASSUMPTION OF LIABILITY. It is understood and agreed that Customer assumes all risks and liabilities resulting from the use of the Goods. Supplier neither assumes nor authorizes any person to assume for Supplier any of the liability in connection with the sale or use of the Goods. Customer further agrees to waive, release, forever discharge and hold harmless Supplier together with all of Supplier's officers, directors, employees and agents (the "Released Parties"), from any and all losses, damages, costs, expenses, rights, claims, demands, judgments, obligations, actions and causes of action ("Losses"), which Customer may have arising out of or in connection with its use of the Goods. Customer further agrees to indemnify, defend and hold the Released Parties harmless from and against all Losses arising out of or related to the use, resale or distribution of the Goods. Without limiting the foregoing, Customer expressly acknowledges and agrees that (a) Customer assumes all risk with respect to the Goods unless Customer inspects, tests and properly rejects such Goods within the applicable Inspection Period and (b) Customer assumes all risk and Losses associated with or arising out of Customer failing to timely inspect, test and properly reject the Goods including (without limitation) risks and costs associated with any recall of the Goods.

5. SPECIFICATIONS: Where materials are required to comply with a particular specification the request for a quotation by the Supplier must be accompanied by sufficient information to enable the Supplier to proceed with the order forthwith on acceptance of the quotation.

SPECIFICATION STANDARDS, GRADING AND ASSOCIATION RULES. Unless otherwise specifically stated in the SOA, the Goods will be graded on the basis of the relevant CE/EN/BS certified standards or failing that, on the official grading rules issued by the relevant manufacturer's association covering such Goods and in effect at the time of delivery of the SOA. Customer acknowledges that any grading of the Goods is based on the subjective opinion of the grader and Supplier's only obligation is to provide Goods that have the grading as set forth in the SOA and

Supplier does not guarantee nor make any representations nor warranties that the grading was performed accurately. The applicable grading rules shall be specified in the SOA, or if none are so designated, Supplier shall select the rules of an appropriate manufacturer's association upon notice of any claim. In the event of a dispute over grade, quality, tally, size, specification, or manufacture, it is agreed that inspection at time of loading is final.

6. DEFAULT. If Customer breaches or is otherwise in default under the SOA or under any other contract between the parties hereto, Supplier at its option may delay delivery of the Goods until the default is cured, or may treat the default as a repudiation by Customer of the Order in its entirety, resell the Goods and hold Customer liable for such damages as Supplier may incur, including (without limitation) consequential and incidental damages. For purposes of the SOA, Customer's insolvency shall be a default under the SOA.

FAILURE TO TAKE DELIVERY. If Customer fails to take delivery of the Goods or any part thereof, the Goods not delivered shall be held at Customer's sole risk and at Customer's sole cost and expense in all respects. Nevertheless, Supplier, acting as Customer's agent and at Customer's expense, may thereafter store, insure and/or otherwise protect such Goods or may resell same for Customer's account. The Supplier is entitled to pursue the Customer for the specific performance of the purchase order contract.

CANCELLATION. Except as otherwise expressly provided in the SOA, the Order shall be cancelled only by mutual written consent of the parties. There is a 25% restocking charge on unaltered Goods returned in fully resaleable condition. In any event, the Supplier shall not be required to consent to cancellation if Supplier has bound itself to purchase the Goods or if they have been customised in any way.

If Customer is in default by failure to pay any previous invoice within credit terms at the expected date of shipment of the Goods or any part thereof, or if Supplier has received any adverse credit information about Customer, Supplier may delay shipment and/or cancel the unshipped balance of the Goods without liability. In the event of government intervention, trade restrictions, and/or quotas, which may delay or prevent delivery of the Goods or any part thereof, the Supplier, at the Supplier's option, may cancel the unshipped balance of the Goods without liability. In the event that any of the Goods shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including (without limitation) any antidumping duty or countervailing duty, Supplier shall have the right to cancel the unshipped balance of the Goods without liability.

FORCE MAJEURE. Supplier shall be free from any liability for delay or failure in shipment arising from strikes, lockouts, labour troubles of any kind, data attack, pandemic, accidents, perils of the sea, fire, earthquake, adverse weather conditions, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to timely deliver conforming Goods, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Supplier's control affecting production, transportation to boarding point, loading, forwarding or unloading at destination of the Goods, including (without limitation) disturbances existing on the date of the SOA. In such a situation, if shipment or delivery is not made during the period contracted for, Customer shall accept delivery under the SOA when shipment is made; provided, however, Customer shall not be obligated to accept delivery if shipment is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

7. DELIVERY TERMS. All shipments, unless Supplier specifically agrees otherwise in writing, are delivered, duty paid (DDP, International Incoterms 2010). Upon delivery, the Customer shall be liable to Supplier for the full price of the goods. Delivery costs may be noted separately on the SOA. Delivery dates are approximate and not guaranteed. Goods are deemed delivered on the

day the shipment is made available. Under no circumstances shall Seller have any liability whatsoever for loss of use or for consequential damages resulting from delay regardless of the reasons. The carrier confirmation of delivery shall be final. It is noted specifically that in many cases the Customer representative's refusal to sign a carrier proof of delivery (POD) shall not invalidate the delivery. (The Customer representative may sign and note their reservations on the POD, however an unsigned POD should not undermine the occurrence of the actual delivery. It is further noted that all claims against delivery must be made within 3 days. It is noted that certain carriers may not hold POD evidence after 3 months: The absence of a POD (signed or otherwise) in such circumstances cannot be taken as evidence of goods not delivered. A signed POD by the Customer shall constitute acceptance of delivery and waiver of any claims due to delay.

COST OF DELIVERY: Unless otherwise stated, the price quoted includes carriage to destination in any part of the Republic of Ireland unless the order value is under €150, in which case it will be subject to a €10 carriage charge.

DAMAGE IN TRANSIT: When the price quoted in the Supplier quotation includes delivery to customer, we will replace free of charge materials damaged in transit, provided that a) notice is given both to the carriers and to the Supplier offices within three days of delivery to the Customer of the material and b) the damaged materials are despatched back to Supplier within 14 days of such delivery.

8. DEFECTIVE MATERIAL: Products supplied by the Supplier and represented by the Customer to be defective shall not form the subject of any claim against the Supplier or for any loss, damage or expense arising directly or indirectly from such defects. Such Products if reported to the Supplier within 7 days of delivery and returned to and accepted by the Supplier as defective, will (at the Customer's request and if practicable) be replaced as originally ordered. The Supplier will not be responsible for any shortages of Products or defects in Products reported more than 7 days after delivery. The **Customer should check all Products immediately upon delivery**. No remedial work should be undertaken to remedy defective materials without the express written consent of the Supplier. Where a claim for remedial work arises the Supplier will not accept any costs arising from such works whether carried out by sub contractors or others unless previously agreed and accepted in writing by the Supplier.

9. TERMS OF PAYMENT & CREDIT LIMITS: Unless otherwise agreed in writing, payment for Products supplied is due **30 days net** following date of invoice. The Customer must strictly adhere to the terms of payment and credit limits offered by the Supplier. The Supplier reserves the right to alter terms of payment and credit limits at its discretion and without notice. If the Customer fails to adhere strictly to credit limits and terms of payment, the Supplier may suspend or place on hold deliveries to the Customer and/or reduce the credit terms for future deliveries. The Customer shall pay all sums due in full without deduction or set-off. Time is of the essence for all sums due. CREDIT APPROVAL. All sales are subject to continuing credit approval.

SELLER'S LIEN. Until the unpaid contract price and any other amounts payable by Customer to Supplier under the SOA are paid in full, Supplier shall have a lien on the Goods for the unpaid amounts. Customer grants to Supplier a security interest in the Goods to secure payment of such amounts. **The Supplier retains ownership of all Goods until all amounts owing to Supplier are received in full.**

10. INTEREST CHARGED ON LATE PAYMENTS: Under the European Communities (Late payment in Commercial Transactions) Regulations 2002, interest may be charged at 9% pa on overdue accounts. The Supplier reserves the right to apply interest charges, once credit terms are breached, from the date each invoice becomes overdue (being 30 days after the date of delivery or invoice, whichever is the earlier). The Customer is specifically alerted to the additional collection fee

payable by the Customer (typically 8%) if a debt collector is appointed to collect overdue debt) and the Customer's liability to pay legal fees incurred in the collection of overdue debts.

11. RE-SALE: If the Customer purchases Products for the purpose of re-sale in the course of trade, the Customer undertakes with the Supplier *not* to make representations to nor to give guarantees to the sub- customers more extensive than those made or given by the Supplier.

12. NOTICES: Any notice invoice or document which the Supplier has to send to the Customer shall be deemed to have been received by the Customer in the normal course of post if the Supplier sends it by email or pre-paid post (by air-mail in case of export sales) to the most recent address which you have notified the Supplier for correspondence.

13. INSOLVENCY: If the Customer fails to make payment to the Supplier in accordance with these conditions, or commits any other substantial breach, or any act of bankruptcy, or call a meeting of Customer's creditors, or if (being a limited company) it commences to be wound up or have a receiver/liquidator/administrator appointed to your undertaking or assets or a substantial part thereof, the Supplier may suspend your account or cancel delivery or stop the Products in transit, without notice.

14. PASSING OF RISK AND TITLE:

14.1 Risk in Products shall pass to the Customer on Delivery.

14.2 Title to Products shall not pass to the Customer until the earlier of:

14.2.1 the Supplier receiving payment in full (in cash or cleared funds) for such Products and all other sums which are, or which become, due to the Supplier from the Customer for sales of Products or on any connected account, in which case title to such Products shall pass at the time of payment of all such sums; and

14.2.2 the Customer reselling those Products, in which case title to such Products shall pass to the Customer at the time specified in clause 14.4.

14.3 Until title to Products has passed to the Customer, the Customer shall:

14.3.1 store such Products separately from all other Products held by the Customer so that they remain readily identifiable as the Supplier's property;

14.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to such Products; and

14.3.3 maintain such Products in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Supplier. The Customer shall obtain an endorsement of the Supplier's interest in the Products on its insurance policy, subject to the insurer being willing to make the endorsement. On request, the Customer shall allow the Supplier to inspect such Products and the insurance policy.

14.4 Subject to clause 14.5, the Customer may resell or use Products in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Products. However, if the Customer resells the Products before that time:

14.4.1 it does so as principal and not as the Supplier's agent; and

14.4.2 title to those Products shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

14.5 If before title to Products passes to the Customer the Customer (a) ceases or threatens to cease trading; or (b) the Customer is unable or the Supplier has good reason to believe that the Customer is unable to settle its debts as they fall due; or (c) the Supplier can foresee that any of these events is about to occur in relation to the Customer; or (d) or in the event of non-payment on or before the due date then, without limiting any other right or remedy the Supplier may have:

14.5.1 the Customer's right to resell Products or use them in the ordinary course of its business ceases immediately; and

14.5.2 the Supplier may at any time:

14.5.2.1 require the Customer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product; and

14.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Products are stored in order to recover them.

15. GOVERNING LAW: The contract shall in all respects be construed and shall operate as an Irish contract and in conformity with the laws of the Republic of Ireland.

16. NO DISCLOSURE. Customer agrees that all information as to source, quantity, and price of Goods and services provided by Supplier shall be maintained in confidence and shall not (without Supplier's prior written consent, said consent not to be unreasonably withheld) be released to any private third party for any reason whatsoever other than pursuant to a validly issued subpoena from a court or governmental authority having jurisdiction over Customer, pursuant to the rules, regulations or requirements of a discovery request made under applicable court rules and to which Customer is required to respond.

I have read and understand the Supplier's Terms and Conditions of Sale.

Name (Print): _____ Signature: _____

Position: _____

For (Customer Name): _____

Date & Location: _____

Supplier: JBS Group
Incorporating:
James Boylan Safety Ltd,
James Boylan Safety (NI) Ltd,
Anderco Safety (Ireland) Ltd,
Anderco Safety (UK) Ltd
and Romar Innovate Ltd.