

TERMS AND CONDITIONS OF SALE AND DELIVERY

1. All obligations to supply materials are entered into by Unipipe (Irl.) Ltd. (the Company) upon the express condition that the Company has the right to suspend deliveries without involving any responsibility upon the Company during any period of prevention or delay attributed to the following causes:

war, fire, strikes, lockouts, combinations of workmen, fog, weather conditions, shipping delays, road transport delays, inavailability of materials, or any accident or cause beyond the Company and/or its suppliers.

Any date for delivery named by the Company is an estimate only and in no circumstances shall the failure of the Company to deliver on or before the named date either entitle the Buyer to rescind or terminate the contract or make the Company liable in any way for the consequences of the delay. Material from stock is offered subject to being unsold upon receipt of order.

Any claim relating to goods delivered under this contract shall be notified to the Company in writing within three working days from the date on which the said goods are received by the Buyer or his agent and the Buyer shall afford the Company reasonable facilities for examining the goods before they have been disposed of, or treated, or in any way altered. All goods damaged in transit and accepted under that condition by the Buyer shall not be subject of any claim hereunder.

The signature of any employee or agent or ostensible agent of the Buyer acknowledging receipt of the goods shall be conclusive evidence of receipt of the goods specified on the relevant Delivery Docket.

2. All quotations are subject to prices ruling at date of despatch (notwithstanding prices quoted).

The prices quoted are exclusive of VAT which will be added to the invoice at the rate then current and appropriate to the transaction.

3. Accounts must be settled within **THIRTY** days from end of month of invoice otherwise overdue accounts will be put on hold until payment. Interest shall be charged by the Company at the current rate of interest on all amounts remaining due and owing after the credit period referred to in the Application for Credit Facilities form has expired and such interest shall accrue on a daily basis. If no Credit Application Form has been completed and signed then payments must be made in **THIRTY** days. (EU Directive 2000/35/EC)

4. The Company reserves the right to cancel or refuse to accept any orders for goods quoted, without giving any reason therefore. Cancellation or refusal shall be communicated in writing to the buyer's last known address.

5. Any cancellation or order received by the Company must be in writing, otherwise the order stands.

6. Orders are accepted only on the strict understanding that the Company's responsibility for any claim connected with materials supplied by the Company shall be limited to the replacement of such materials and shall exclude all consequential claims.

Any recommendation made by the Company relating to the use of the goods is given in good faith, but it is for the Buyer to satisfy himself as to the suitability of the goods for his own particular purpose and the Company gives no warranty as to the fitness of goods for any particular purpose.

7. The right of ownership in goods delivered by the Company to the Buyer shall not pass to the Buyer until the price of the said goods the subject of a particular contract and all other goods the subject of any other contract between the Company and the Buyer have been paid for in full and all charges (including freight or other charges if any) have been discharged in full.

The risk in the goods save where otherwise provided by law shall pass upon delivery to the Buyer who shall indemnify the Company in respect thereof.

The Buyer shall in respect of all unpaid goods delivered under these conditions, protect and secure the Company's right of property in the goods and shall keep them indemnified and where they shall be sold, or otherwise leave the possession of the Buyer, the Buyer shall in respect of the monies representing the said goods hold the same in trust for the Company and shall keep an account thereof, and where the goods become intermixed having left the possession of the Buyer, shall on request of the Company, assign the benefit of any claim against sub-Purchasers, and at the request of the Company, the buyer shall furnish the Company with the names and addresses of the Debtors, sub-Purchasers, Hirers and other disposers and all appropriate particulars thereof so as to enable the Company to recover direct therefrom the amount of the unpaid account by such goods.

So long as the property in the goods shall remain in the Company, the Company shall have the right, without prejudice to the obligation of the Buyer, to purchase the goods, to retake possession of the goods (and for that purpose is hereby authorised by the Buyer, to go upon, in the name of the Buyer, any premises occupied by the Buyer).

8. The Company shall have a lien on all goods of the Buyer from time to time in the possession of all the Company whether pursuant to this Contract of Sale or otherwise for all amounts due to the Company hereunder or otherwise. If the Buyer does not discharge the lien within twenty eight days of it being imposed, by payment of all amounts due, the Company shall have the right to sell the goods, the subject of the lien and to deduct from the net proceeds of sale all amounts due to the Company.

9. If the Buyer, being an individual, or where the buyer is a firm, any partner in it, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or if the Buyer being a company shall pass a resolution or a court shall make an order that it be wound up (not being a Members of Voluntary winding up for the purpose of reconstruction or amalgamation) or if a receiver or manager on behalf of a creditor shall be appointed or if circumstances arise which entitle the Court or the creditor to appoint a receiver or manager or which entitles the Court to make a winding-up order or if the Buyer becomes insolvent then the Company shall be entitled forthwith on notice to the Buyer to terminate the contract without compensation to the Buyer but without prejudice to any rights of the company hereunder.

10. All notices, etc., to be served hereunder shall be deemed duly served or delivered within two days of posting or within twenty-four hours of faxing same to the receiving party.

11. (i) This Contract is governed by Irish Law.
- (ii) Any dispute under the contract shall be referred to an Arbitrator or Arbitrators to be appointed by the parties, or in default of agreement, by the President of the Law Society of Ireland for the time being and his discretion shall be binding on both parties, and this shall be a submission to Arbitration within the Arbitration Act, 1954 or any statutory amendment thereof for the time being in force.
- (iii) In this Clause "dispute" does not include a claim for the price of the goods sold by the Company to the Buyer.

12. The above terms are accepted as overriding any terms or conditions that may be included in any request document or subsequent order from the Buyer. No variation of these terms shall be entertained unless in writing and signed on behalf of the Company.

