

ALLEGRO LIMITED

STANDARD CONDITIONS OF TRADING

- (1) **Parties**
In these conditions the 'seller' means Allegro Limited and the 'buyer' means the person to whom the goods are going to be invoiced.
- (2) **Basis of a Contract**
a. These conditions are the only 'conditions' upon which the 'seller' is prepared to deal with the 'buyer' and shall govern the contract to the entire exclusion of any other express or implied conditions.
b. These conditions embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications.
- (3) **Price**
All prices in respect of goods will be those ruling at the date of order of the goods.
- (4) **Payment**
Payment in respect of goods invoiced in one month is due at the registered address of the 'seller' by not later than the 27th of the following month in the absence of alternative arrangements that have been agreed between the parties.
- (5) **Value Added Tax**
Listed prices do not make any provision for Value Added Tax and the amount thereof is additional to the price and is payable by the 'buyer' to the 'seller'.
- (6) **Delivery**
The 'seller' shall not in any circumstances be liable for any failure or delay in delivery and/or consequential loss incurred on goods delivered.
- (7) **Warranty**
All expressed or implied conditions and warranties statements statutory or otherwise as to quality or fitness for any purpose of the contract products are hereby expressly excluded.
- (8) **Passing of Risk**
The risk in the goods shall pass to the 'buyer' when the goods are tendered for delivery at the 'buyers' premises. In the event that the goods are collected by the 'buyer' from the 'sellers' premises the risk in the goods shall pass to the 'buyer' when they are loaded on to the vehicle of the 'buyer' or his carrier or other agent.
- (9) **Notice of Non-Delivery, Shortage or Damaged Goods**
The 'seller' must be notified in writing of any shortages in or damaged goods delivered within 2 days of delivery, and no responsibility whatsoever for such shortages or damaged goods will be accepted by the 'seller' in the event of failure by the 'buyer' to notify the 'seller' of same within the said period of two days. Goods damaged in transit should not be accepted from the carrier and no credit will be given for or replacement made of goods accepted from a carrier in damaged condition.
- (10) **Passing of Title**
Until full payment has been made of all sums outstanding from the 'buyer' to the 'seller' (including balances outstanding in respect of transactions) -
a. The property in the goods shall remain in the 'seller'.
b. The 'seller' shall have full legal and beneficial ownership in any new product into which the goods are converted or which results from the mixing of the goods with any other goods.
c. In the event of the appointment of a Liquidator or Receiver to the 'buyer' the 'seller' shall have the right to re-possess the goods and the 'buyer' hereby grants the 'seller' an irrevocable licence to enter upon any premises of the 'buyer' for so doing.
- (11) **Force Majeure**
The 'seller' shall not be liable for any loss or damage incurred by delay in the performance of non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the 'sellers' control including, but not limited to, an act of God, War, Civil Disturbance, Requisitioning, Governmental or Parliamentary Restrictions or Enactments of any kind, import or Export Regulations, Strikes, Lock-outs or Trade Dispute (whether involving its own employees or those of any other person) difficulties in obtaining workmen or materials, Breakdown or Machinery, Fire or Accident. Should any such event occur, the 'seller' may cancel or suspend delivery without incurring any liability or any loss or damage thereby occasioned.
- (12) **Minimum Order**
The 'seller' reserves the right to establish minimum order levels.
- (13) **Supplementary Terms**
Supplementary Terms may be issued from time to time by the 'seller' setting out terms and conditions for rebates, discounts and/or allowances which the 'seller' shall grant to the 'buyer' who fulfils of the Terms and Conditions.
- (14) **Patent Rights**
If the 'buyer' uses or sells the goods in such a manner as to infringe any patent rights the 'seller' shall not be responsible for such infringements and the 'buyer' agrees to indemnify the 'seller' from and against all liability arising therefrom.
- (15) **Governing Law**
These conditions shall in all respects be governed by and constructed in accordance with the laws of The Republic of Ireland. Disputes arising out of such contracts shall be submitted to Arbitration under the laws of the Republic of Ireland.

Sellers Registered Office:

Allegro Limited,
1 Beresford Street,
Dublin 7

July 2007