

ALLEGRO LIMITED

GENERAL CONDITIONS OF SALE

PRELIMINARY

Allegro Limited, associated and subsidiary companies having its Registered Office at Charles McCann Building, The Ramparts, Dundalk, Co Louth, (“The Company”) contracts with its customers (“The Customer”) subject to and upon the following terms and conditions which shall govern the sale of all the company's goods (“Goods”) and the provision of any services to be provided in connection with the Goods exclusively, notwithstanding any terms or conditions (whether oral or written) or purported variations contained on any Order or correspondence submitted by the Customer to the Company except where variations are specifically accepted in writing by a duly authorised officer of the Company. All orders are subject to acceptance by the Company and the Company reserves the right to sub-contract in fulfilment of the order or any part thereof. No employee or agent of the Company has authority to vary, add to or depart from these general Conditions of Sale or to make any representations in relation to the Goods sold or any services provided hereunder or the contract made herein.

1. STATUTORY RIGHTS

The provisions of these general Conditions of Sale shall not prejudice the statutory rights (if any) which may, notwithstanding these Conditions of Sale, be guaranteed to the Customer by virtue of Sections 12, 13, 14 and 15 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act 1980, save and to such extent as it may be lawful to exclude same in relation to any particular sale.

2. DELIVERY

The Company shall endeavour to keep to any stated despatch, delivery, installation or completion date but no liability is accepted for loss, damage or expense resulting from any delay in same whether such delay shall be caused by circumstances over which the Company has control or otherwise. On leaving the premises of the Company, all risks whether insurable or otherwise relating to the Goods shall pass to the Customer irrespective of whether or not the cost of transportation of the Goods is payable by the Customer or whether or not the Goods are to be commissioned or installed by the Company, unless otherwise agreed in writing. Each part delivery or instalment of the Goods shall be deemed to be sold under a separate contract and no default by the Company in respect of any part delivery or instalment shall entitle the Customer to treat the contract as repudiated in regard to any balance or instalment remaining deliverable.

3. PRICES AND SPECIFICATIONS

The Company reserves the right to alter its prices as well as the specifications, types or quality of the Goods at any time. The Goods are sold subject to prices and conditions ruling at the time of invoice and the Company reserves the right to establish minimum order levels. The entering of an Order and its acknowledgement by the Company shall not be construed as its acceptance at any particular price.

4. TERMS OF PAYMENT

The terms of payment shall be cash (net) payable by the Customer to the Company of goods invoiced in one month by not later than the 27th of the following month together with VAT where applicable at the appropriate rate, unless otherwise expressly agreed in writing. The Company reserves the right at any time in its absolute discretion to revoke or vary any credit extended to the Customer including the credit period referred to above. Upon contravention of the agreed payment terms, The Company shall be entitled, upon notification to the Customer, to charge interest on

overdue balances at the rate of 2% per month from the date on which payment was due until the date on which payment in full is received by the Company.

5. RESERVATION OF TITLE

- a) All Goods supplied by the Company to the Customer shall, notwithstanding delivery, remain the property of the Company until the entire of the purchase price and all other sums due by the Customer to the Company have been paid in full without any reduction or deferment on account of any dispute or counterclaim whatsoever and until such full payment the Customer shall hold the Goods and all products incorporating the same in trust for the Company. If any amount owing by the Customer to the Company is overdue, the Company may, without prejudice to any of its other rights or remedies, repossess and resell any or all of such Goods and may enter upon the Customers premises for that purpose.
- b) The provisions of this clause shall not entitle the Customer either to refuse or delay payment on the grounds that the property in the Goods supplied is reserved by the Company as aforesaid or to require the Company to accept the return of the Goods.
- c) The Customer shall not be entitled to pledge or create any lien, charge or other encumbrance whatsoever over the Goods but, subject as aforesaid, may deal with the Goods in the ordinary course of trade unless and until the Company takes any steps to repossess some or any part thereof pursuant to the provisions of this clause.
- d) Where the Customer sells the Goods or otherwise deals with them (whether or not in the ordinary course of trade) before the full price of the goods has been paid to the Company, the Customer shall hold the proceeds of sale thereof and/or anything else of value received in exchange for the Goods in trust for the Company.
- e) The Company may without prejudice to the foregoing and as part of the consideration for the sale of the Goods require the Customer to assign any claim which the Customer may have against any third party who may have purchased the Goods whether in respect of the proceeds of sale or otherwise.
- f) In the event of the Customer having a receiver or liquidator appointed, the Customer's right of resale shall automatically terminate.
- g) Notwithstanding the provisions hereof all risks whether insurable or otherwise relating to Goods supplied by the Company to the Customer shall pass to the Customer upon delivery.

6. SET-OFF

The Company shall be entitled at any time whatsoever without notice to the Customer/Supplier to set-off amounts due/payable on any account whatsoever by the Company to the Customer/Supplier against amounts due on any account whatsoever to the company by the Customer or amounts due on any account to the Supplier. The Company shall be entitled at any time to transfer its rights against the Customer/Supplier (or to any of its affiliates) to any member of its group, its affiliates or any other entity in which it has an interest.

7. CLAIMS

The Customer shall inspect the Goods immediately upon delivery thereof. As a condition precedent to recovery for total or partial loss of or defects or shortages in or damage to any Goods supplied hereunder every claim for same must be notified immediately by the Customer after the receipt of such Goods by or on behalf of the Customer and the Customer must also preserve whatever rights of action it may have against third parties in respect of such loss, defects, shortages or damage to the Goods. Goods which are the subject of a claim under this clause must be returned within 24 hours of delivery.

8. WARRANTY

- a) Subject as hereinafter provided, the Company warrants that all Goods supplied by it hereunder are at the date of despatch free from defects provided, however that its sole liability to the Customer shall be limited to making good or, if necessary, replacing any Goods which shall, by consent with the Company, be returned to the Company or its duly authorised representative, within 24 hours of delivery, and provided it is clearly established that such Goods were in fact defective at the time of despatch.
- b) No warranty whatever is given or shall be implied that the Goods are suitable in size, shape quality, capacity or otherwise for the purpose for which the Goods are bought and the Company shall not be liable for any damage arising by reason of unsuitability of the Goods for the particular purpose for which the same may have been used.
- c) The Customer shall be responsible for any expenses of transportation, installation, labour or other costs which may be involved in relation to any claim hereunder save to such extent as the Company may agree in writing in any particular case.
- d) The foregoing warranty does not extend to any Goods which have been accidentally damaged or which have been neglected or used in any way so as to effect adversely their reliability or quality or uses under normal conditions.
- e) The Company gives no warranty whatever in respect of its Goods except the foregoing warranty which is given expressly in lieu of and, subject to the provisions of Clause 2 hereof, excludes all other conditions, warranties or representations as to quality, fitness or suitability whether express, implied, collateral or statutory.
- f) In the event of there being any dispute as to whether or not the Goods are defective at the time of despatch or as to the cause of any defect the Company shall be entitled to apply or have applied such tests as may be necessary but the Company shall not be responsible for any loss occurring or for any damage to the Goods or to any other Goods occasioned by or in the course of such tests.
- g) Notwithstanding that a sample of the Goods has been exhibited to and inspected by the Customer it is hereby agreed and declared that such sample was so exhibited and inspected solely to enable the Customer to judge for himself the quality of the bulk and not so as to constitute a sale by sample under this contract. The Customer shall take the Goods at his own risk as to their corresponding with the said sample and/or as to their quality, condition or fitness for any purpose.
- h) Where a claim arises under this warranty the Customer shall furnish within seven days thereof all details of the claim to the Company by prepaid registered post addressed to the Company's Commercial Director at the address specified on the face of the invoice and every claim shall specify the date and place of purchase, the date on which the Goods were despatched, the circumstances in which the alleged defect(s) became apparent and such further details as may be relevant to the claim or requested by the Company.
- i) If the Customer uses or sells the Goods in such a manner as to infringe any patent rights the Company shall not be responsible for such infringements and the Customer agrees to indemnify the Company from and against all liability therefrom.

9. LIMITATION OF LIABILITY

The Company shall have no liability for indirect or consequential loss, damage, injury or expense howsoever arising, it is also to be understood that the Company shall have no liability for injury, death, loss, damage or expense resulting from defective Goods or services supplied hereunder its liability being strictly limited to its warranty obligations hereunder, the Company's liability in such cases is strictly limited to its warranty obligations hereunder.

10. FORCE MAJEURE

The Company shall not be liable to the Customer for any loss, damage, injury or expense whatsoever arising or resulting from acts of God, government orders, strikes, lockouts or other industrial action, inability to secure labour, materials or supplies at commercially justifiable rates, accidents, plant breakdowns, war, civil commotion or any other circumstances (whether of the foregoing class or not) beyond the control of the Company and every contract with the Customer is subject to cancellation variation or suspension by the Company as may be necessary due to force majeure.

11. INDEMNITY

The Customer shall at all times keep the Company indemnified against any claims for loss, damage, expense, injury or death to third parties arising out of or connected with the subject matter of the contract herein contained with the Customer and the Goods or services supplied hereunder.

12. LAWS

These Conditions of Sale and all other express terms of every agreement between the Company and the Customer concerning the supply of Goods or services shall be governed by and construed in all respects in accordance with the laws of the Republic of Ireland and the Customer agrees to submit to the non-exclusive jurisdiction of the Irish Courts in relation to any matter arising hereunder in dispute. If any provisions of these Conditions of Sale shall be determined by a court of competent jurisdiction to be void or unenforceable the other terms and conditions shall remain unaffected and enforceable.

13. HEADINGS

Paragraph headings in these Conditions of Sale are for ease of reference only and shall have no legal effect whatsoever.