

Terms and Conditions of Service and Sale

CRITICAL WORKFLOWS T/A CRITICLEAN SOLUTIONS

APRIL 2025

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1. INTRODUCTION AND SCOPE

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2 INTERPRETATION AND DEFINITION

The following definitions and rules of interpretation apply in these Terms and Conditions of Sale and Service.

Definitions

"C.O.D"	Stands for 'cash on or before delivery' of the Goods or Services to the Purchaser.
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TERMS AND CONDITIONS OF SERVICE AND SALE

"Terms", "Conditions", Are interchangeable terms, and here have the meaning of these terms
"Terms and Conditions", and conditions of service and sale.
"Contract"

"Purchaser" Is defined as the person(s) or company whose order for the Goods or Services is accepted by the seller.

"Seller" Critical Workflows Limited trading as CritiClean Solutions is hereafter defined as the Seller. The Seller is defined as the person(s) or company who, once the order for Goods or Services has been accepted, will provide the Goods or Services to the purchaser.

"Agent" Is defined as a person(s) or company who are authorised by the Seller, in writing, to act on behalf of the Seller, to agreed upon and defined actions and ends.

"Goods", "Deliverables" Are interchangeable terms, having the meaning of any goods supplied, or agreed to be supplied by the Seller to the Purchaser at a future date.

"Services", "Deliverables" Means any services supplied, or agreed to be supplied by the Seller to the Purchaser at a future date.

"Goods/Services Specification" Here having the meaning of any agreed upon specification, depiction or description for the goods or services, that is agreed in writing, by both the Purchaser and the Seller.

"Catalogue" Means the catalogue (in whatever form, whether paper or electronic) in which these Conditions are set out.

"Business Day" Is here having the definition of a day when banks are open for business.

"Commencement Date" Is defined as the date upon the Seller and Purchaser agreeing the terms and conditions of sale or service, and a contractual relationship being formed.

"Delivery Location" Means the location agreed upon by the Seller and Purchaser, of where the goods or services will be provided/delivered to.

"Offer" Is here defined as a clear written statement addressed by one party to another, of proposed terms of agreement.

"Acceptance" Is defined as agreement, in writing, of proposed terms.

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- “Quote”, “Quotation”** Means an outlined communication, in writing, which can be relied upon for a fixed period of time, of a fixed price for specific goods or services.
- “Force Majeure”** Is defined as an unanticipated event that is beyond a party's control, and which prevents a party from performing its obligations under the terms and conditions of service and sale.

3 DATA PRIVACY AND PROTECTION

You are requested to review the Sellers Data Privacy Policy Statement for details of the Sellers Data Privacy and Protection policies and procedures. [\[Available upon Request\]](#)

4 QUOTATIONS AND ACCEPTANCE

- 4.1 A quotation made will remain valid for a period of Forty-Five (45) days from its date of issue in writing (unless an alternative validity period is specified in the quotation). To constitute a valid quotation, the quotation must be made to the potential Purchaser by the Seller or an authorised Agent of the Seller.
- 4.2 Any quotation or advertisement given by the Seller shall not constitute a unilateral Offer, and the Seller reserves the right of refusal of any Offer made by the Purchaser or potential Purchaser.
- 4.3 These Conditions are in effect to the exclusion of any other terms that the Purchaser or potential Purchaser seeks to impose or incorporate, or which are implied by trade custom, practice or course of dealing.
- 4.4 An Offer shall only be deemed to be accepted when the Seller issues written acceptance of the Offer (or, if earlier, when the Seller performs the services or delivers the goods, as the case may be), at which point, and on which date, the terms and conditions of services and sale shall be deemed to be enforceable (Commencement Date).
- 4.5 Any samples, drawings, descriptive matter or advertising issued by the Seller, and any descriptions or illustrations of the services or goods supplied, whether issued or published by the Seller or their Agent(s), are done so for the sole purpose of giving an approximate idea of the services or goods described in them. They shall not form part of the Terms and Conditions nor have any contractual force.

5 PRICE AND DELIVERY

- 5.1 Prices quoted or communicated to the Purchaser do not include VAT or any other taxes or duties relating to the sale, delivery, or use of any goods and/or services. If the Purchaser claims any exemption, the Purchaser must provide a valid, signed certificate or letter of exemption to the Seller.

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- 5.2 The price of the goods and/or services is exclusive of all costs and charges of packaging, insurance, transport of the goods and/or services, which shall be paid by the Purchaser when they pay in full for the goods and/or services.
- 5.3 All prices, excepting those quoted or communicated directly by the Seller to the Purchaser, published by Seller may be changed at any time without notice. All prices for the goods and/or services will be as specified by the Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment.
- 5.4 All prices are subject to adjustment on account of specifications, quantities, raw materials, special packaging, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation. The Seller reserves the right to designate minimum order quantities and/or minimum handling charges for any goods and/or services.
- 5.5 Where the goods and/or services correct price is less than the price stated on our site, we will charge the lower amount when dispatching the goods and/or services to you.
- 5.6 If there is a pricing error which could have reasonably been recognised by the Purchaser as a mispricing, the Seller does not undertake to provide the goods and/or services at the incorrect lower price.
- 5.7 If the goods and/or services correct price is higher than the price stated on our site, the Seller undertakes to contact the Purchaser in writing as soon as practicable to inform them of this error and give the Purchaser the option of continuing the purchase of the goods and/or services at the correct price or terminating the order. If unable to contact the Purchaser using the contact details provided during the order process, the Seller will treat the order as terminated and notify the Seller in writing.
- 5.8 Each delivery of goods and/or services should be accompanied by a delivery note which shows the relevant Purchaser and Seller order reference numbers, the type and quantity of the goods and/or services. This should include the Sellers code number of the goods and/or services, where applicable, special storage instructions (if any) and, if the order is being delivered by instalments, the outstanding balance of goods and/or services remaining to be delivered.
- 5.9 If the Seller requires the Purchaser to return any packaging material to the Seller, that fact should be clearly stated on the delivery note. The Purchaser should make any such packaging materials available for collection or delivery at such times as the Seller shall reasonably request. Returns of packaging materials shall be at the Sellers expense.
- 5.10 Where it has been agreed that the goods and/or services will be delivered by the Seller, the Seller shall arrange for the delivery of the goods and/or services to the location set out in the order or such other location as the parties may agree at any time after the goods and/or services are ready. Alternatively, where it has been agreed that the Purchaser will collect the goods from the Seller, delivery will be affected by the Purchaser collecting the goods from the Sellers warehouse, as identified in writing by the Seller, or such other location as may be advised by the Seller before delivery. Every possible effort should be made by the Purchaser to arrange the collection within seven (7) calendar days of the Seller notifying the Purchaser that the goods are ready.
- 5.11 The Seller may, at their discretion, make partial shipments of the goods and/or services and invoice each shipment separately. The Seller reserves the right to deliver in more than one consignment and to invoice each consignment separately.

TERMS AND CONDITIONS OF SERVICE AND SALE**6 PRICE VARIATION**

- 6.1 The Seller reserves the right to increase or vary its prices for the charges for any goods and/or services by giving the Purchaser written notice of any such increase a reasonable time in advance, but not less than thirty (30) days of the proposed date the increase will take effect. If such increase is not acceptable to the Purchaser, they shall notify the Seller in writing within two (2) weeks of the date of the Sellers notice, and the Seller shall have the right without limiting its other rights or remedies to terminate the provision of the goods and/or services under the Terms and Conditions of Service and Sale by giving written notice to the Purchaser.
- 6.2 Some examples of reasons for price variation (this is not an exhaustive list) may be.
- (i) A factor beyond the control of the Seller (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs).
 - (ii) A request by the Purchaser to change the delivery date(s), quantities or types of goods and/or services ordered, the Goods Specification; or
 - (iii) any delay caused by any instructions of the Purchaser in respect of the goods and/or services or failure of the Purchaser to give the Seller adequate or accurate information or instructions in respect of the goods and/or services.
- 6.3 The risk and title of the goods and/or services will pass to the Purchaser upon delivery of the goods and/or services and payment in full of the raised invoice has been made.
- 6.4 Until title to the goods has passed to the Purchaser, the Purchaser shall:
- (a) Store the goods so that they remain readily identifiable as the Sellers property.
 - (b) Not remove, deface or obscure any identifying mark or packaging on or relating to the goods, and maintain the goods in a saleable, as-delivered condition.
 - (c) Give the Seller such information and access relating to the goods as the Seller may require and request from time to time.
- 6.5 The Purchaser may resell or use the goods in the ordinary course of its business before the Seller receives full payment for the goods and/or services. However, if the Purchaser resells the goods before that time, it does so as a principal and not as the Sellers agent. It is the Purchasers responsibility to make this clear to the buyer.
- 6.6 If before title to the goods passes to the Purchaser, the Purchaser becomes subject to any of the events listed below, or the Seller reasonably believes that any such event is about to happen and notifies the Purchaser accordingly in writing, then, without limiting any other right or remedy the Seller may have:
- 6.7 The Purchaser's right to resell goods or use them in the ordinary course of its business ceases immediately, and the Supplier may at any time:
- (a) Require the Purchaser to deliver back to the Seller, all goods in its possession that have not been resold or irrevocably incorporated into another product.
 - (b) If the Purchaser fails to do so within seven (7) calendar days, enter any premises of the Purchaser or of any third party where the goods are stored to recover them.

7. TERMS OF PAYMENT**Payment /Account Suspension/Set-Off:**

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- 7.1 Unless otherwise agreed in writing, payment shall be due thirty (30) days from the date of invoice for the price and all other charges payable by the Purchaser. The Purchaser shall pay each invoice submitted by the Seller in full to a bank account nominated by the Seller. All payments shall be made in the local currency of the Seller.
- 7.2 If the Purchaser fails to pay any amounts when due, the Purchaser shall pay the Seller interest at the rate of 1.5% per calendar month overdue (or, if lower, the highest at such rate permitted by law).
- 7.3 The Seller reserves the right to require advance payment from, or to partially invoice, the Purchaser at any time.
- 7.4 Unless otherwise agreed by the Seller in writing, sums due on a trade credit account are payable within sixty (60) days from the date of delivery of the goods or agreement of provision of services. If any agreed credit limits are exceeded, the Seller may request immediate payment of all amounts outstanding from the Purchaser to the Seller.
- 7.5 The Seller will refund the Purchaser in the event of the order being cancelled by the Sellers suppliers.
- 7.6 If the Purchaser is unable to make a payment of the Sellers invoice, the Purchaser must notify the Seller within thirty (30) days of the invoice date. The Purchaser shall pay all amounts due under the Terms and Conditions of Service and Sale in full without any deduction or withholding except as required by law. The Purchaser shall not be entitled to assert any credit, set off or counterclaim against the Seller to justify withholding payment of any such amount in whole or in part. The Seller may, without limiting its other rights or remedies, set off any amount owing to it by the Purchaser against any amount payable by the Seller to the Purchaser.
- 7.7 The Seller reserves the right to suspend the Purchasers account and any related deliveries where payment for any order, related or otherwise, has not been made by the due date and remains outstanding.

8. TAXATION

With the exception of any VAT or any other relevant taxations imposed by legislation or regulation, payable by the Purchaser, the Seller shall be solely responsible for the payment of any payroll taxes, national insurance, social security contributions and any other taxes, assessments or impositions of whatever nature imposed by the relevant authorities in relation to the performance of the services or provision of goods under this Terms and Conditions of Service and Sale.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Purchaser and the Seller represent to the other Party that:

- (i) it is an entity duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
- (ii) it has all the necessary legal power and authority to execute, deliver and perform its obligations under this Terms and Conditions of Service and Sale.
- (iii) the execution, delivery and performance of this Terms and Conditions of Service and Sale has been duly authorised by all necessary corporate bodies of the Parties on its part; and
- (iv) this Terms and Conditions of Service and Sale has been duly executed and delivered by it and constitutes a valid and binding contract for services, enforceable against it in accordance with the terms thereof.

9.2 The Seller represents and warrants that:

- (i) Any employees and agency workers are paid in compliance with all applicable employment laws and minimum wage requirements.

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- (ii) it has carefully reviewed, acknowledges, and agrees to the terms and conditions of this Terms and Conditions of Service and Sale and all its clauses.
- (iii) it is duly authorised and licensed under the applicable law to perform the services; and
- (iv) it has subscribed and shall maintain in force the insurance policies in accordance with this Terms and Conditions of Service and Sale.

9.3 If requested by the either party, the relevant party shall demonstrate to the others satisfaction that the representations and warranties given above are true and accurate and shall facilitate and provide all necessary assistance to any audit of the party's compliance with its obligations under this clause.

9.4 Either party shall promptly report to the other, in writing, any potential or actual breach of the terms and conditions of this Terms and Conditions of Service and Sale, within a reasonable timeframe of becoming aware of it.

9.5 The Seller warrants that the goods and/or services will substantially conform to Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts.

9.6 In no event shall the Seller incur liability under this warranty for damage arising from (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of Buyer, (iv) use of the Products in a manner for which they were not designed, (v) external causes such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling; (vii) use of the Products in combination with unauthorized equipment or software; or (viii) any installation, maintenance, repair, service or alterations made by any person other than the Seller, or the use of any replacement parts not supplied by Seller.

9.7 To the extent that the goods and/or services are to be manufactured in accordance with a Goods Specification supplied by the Purchaser, the Purchaser shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, and all other professional costs and expenses) suffered or incurred by the Seller arising out of, or in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property or trademark rights arising out of, or in connection with the Sellers use of the Goods Specification. This clause shall survive termination for any reason of this Terms and Conditions of Service and Sale.

10. INDEMNIFICATIONS AND LIMITATION OF LIABILITY

10.1 In no event shall the Seller be liable for damages caused by special, consequential, incidental, accidental or malicious use of the goods or services provided.

10.2 The following provisions set out the financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of any breach of these conditions, any use made or resale by the Purchaser of any of the goods or services, or of any products incorporating any of the goods or services. This is inclusive of any representation, statement or tortious act or omission, including negligence arising under, or in connection with the Terms and Conditions of Service and Sale.

- a) Except in the case of personal injury or death caused by the negligence of the Seller, the Seller shall not be liable for any loss, injury, destruction or damage suffered by the Purchaser whatsoever or howsoever arising out of or in connection with the sale and supply of goods and/or services by the Seller.

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- b) If for any reason, the provisions set out here are deemed of by a court of reasonable jurisdiction to be ineffective, in respect of a claim against the Seller, the Seller's liability in respect of that claim shall in no event exceed the price paid for the relevant goods and/or services by the Purchaser.

10.3 The Seller accepts no liability for any loss of use, profits or contracts, depletion of goodwill or any other form of direct or indirect consequential loss or any form of indirect loss or damage.

10.4 Except as expressly stated in these Terms and Conditions of Service and Sale, the Seller does not give any representation, warranties or undertakings in relation to the goods and/or services. Any representation, condition or warranty which might be implied or incorporated into these Terms and Conditions of Service and Sale by statute or common law is excluded to the extent permitted by law.

11. INTELLECTUAL PROPERTY AND TERRITORY RIGHTS

11.1 Intellectual Property AND Territory Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

11.2 The supply of goods and/or services by the Seller shall not confer any right upon the Purchaser to use any of the Seller's intellectual property, trademarks, territory rights, patents, design rights or other industrial or Intellectual Property Rights, and at all times such patents, trademarks, design rights and other industrial or Intellectual Property Rights shall remain the absolute property of the Seller. All Intellectual Property Rights in or arising out of or in connection with the supply of goods and/or services shall be owned by the Seller.

11.3 All Seller Materials are the exclusive property of the Seller. All written information, drawings, artwork, images and diagrams (excluding the goods and/or services themselves) prepared by the Seller in relation to the supply of goods and/or services and the copyright therein and all other items owned by the Seller and used in the production of the goods and/or services shall remain the property of the Seller and shall be returned by the Purchaser on written request. All such information shall be treated as confidential and shall not be copied, reproduced or disclosed to any third party without the prior written consent of the Seller.

11.4 The Purchaser acknowledges that, in respect of any third-party Intellectual Property Rights in the provision of the ordered goods and/or services, the Purchaser's use of any such Intellectual Property Rights is conditional on the Seller obtaining a written licence from the relevant licensor on such terms as will entitle the Seller to license such rights to the Purchaser.

11.5 The Purchaser grants the Seller a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Purchaser to the Seller for the term of the Terms and Conditions of Service and Sale for the purpose of providing the goods and/or services to the Purchaser.

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11.6 The sale of goods and/or supply of services, and the publication of any information or technical data relating thereto does not imply freedom from patent or other rights in respect of the application of the goods and/or services by the Purchaser, and the Seller accepts no liability for infringement of such rights.

11.7 The Purchaser shall indemnify the Seller and its suppliers against all royalties and other payments in respect of any patents, registered designs or other rights which may be claimed as a result of the goods and/or services being made according to designs or specifications made by the Purchaser. The Purchaser shall indemnify the Seller and its suppliers against all claims, expenses and costs in connection with any infringement or alleged infringement of any patent or registered design or other right in the manufacture, use or sale of such goods and/or services.

12. TERMINATION AND SUSPENSION

- 12.1 This Terms and Conditions of Service and Sale may be suspended or terminated by the Purchaser or Seller at any time, and for any reason, regardless of fault, without the Seller incurring any liability (but subject to payment to the Seller of any amounts due under the agreed fee structure and/or any further Terms and Conditions of Service and Sale. The suspending or terminating party must give the other party not less than thirty (30) days' prior written notice.
- 12.2 If either party commits a material breach of the terms and conditions of this Terms and Conditions of Service and Sale, and after giving written notice, if the other fails to remedy the same within a reasonable time, and in any event within twenty-eight (28) days, then (in addition to any other remedy, see Dispute Resolution) the non-defaulting party may by notice to the other party terminate this Terms and Conditions of Service and Sale document forthwith.
- 12.3 Termination of the Terms and Conditions of Service and Sale shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms and Conditions of Service and Sale which existed at or before the date of termination.
- 12.4 This Terms and Conditions of Service and Sale shall automatically terminate in the event that either party, being a natural person, becomes bankrupt or being a company, goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation) or has a receiver appointed, compounds with its creditors or becomes insolvent.
- 12.5 The Seller shall have the right to suspend the services at any time by giving written notice to the Purchaser. Where practicable, not less than thirty (30) days' prior written notice should be given. During the period of such suspension, the Seller shall properly protect and secure the work product of the services and shall comply with any reasonable directions of the Purchaser in relation thereto. Should the suspension continue beyond ninety (90) days, the Seller may terminate this Terms and Conditions of Services and Sale document, and any further Terms and Conditions of Service and Sale by written notice to the Purchaser.
- 12.6 On receipt from, or delivery to, the Purchaser, of a notice of termination under this Terms and Conditions of Service and Sale, or any further Terms and Conditions of Service and Sale, the Seller shall cease all work on the goods or services ~~and~~ immediately. The Sellers entitlement to payment by the Purchaser upon termination shall be limited to the value of the goods and services rendered and not yet paid for, up to the date of termination, calculated in accordance with the agreed fee structure.
- 12.7 Where the goods or services order by the Purchaser have, prior to issuance of written notice of termination, been purchased and/or ordered by the Seller, termination with immediate effect shall not be permitted. This may be excepted where the Seller is able to cancel their order with their own supplier. In which case the Purchaser will be responsible for payment of the Sellers Restocking Charge,

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together with an additional amount specified by the Seller sufficient to cover any administration and restocking charges imposed by the Seller's own suppliers.

- 12.8 In the case of termination, the Seller shall be entitled to invoice the Purchaser an administration and re-stocking charge (Restocking Charge) equal to 20% of the value of the ordered goods and/or services, excluding VAT.
- 12.9 Where only some Goods are cancelled, 20% of the value of the Goods cancelled), subject to a minimum of £25 per return (or €25 per return where Goods were invoiced to the Customer in Euros) excluding VAT.

13 CONFIDENTIALITY

- 15.1 The Seller undertakes and agrees to keep and maintain as confidential and not without the Purchaser's prior written approval to disclose to any other party the existence and contents of the nature of the goods or services, and any information which the Seller directly or indirectly receives from the Purchaser or generates in the provision of services or goods under this Terms and Conditions of Service and Sale. This obligation shall remain in force for a period of one (1) year from the expiry or earlier termination of the Terms and Conditions of Service and Sale.
- 15.2 The obligations contained in this clause shall not apply to information that
- (i) is in or enters the public domain other than as a result of a breach of this Terms and Conditions of Service and Sale by the Seller,
 - (ii) was at the date of this Terms and Conditions of Service and Sale already in the possession of the Seller without restriction on its disclosure or use,
 - (iii) is received by the Seller from a third party, other than in breach of any restriction on its disclosure or use, or
 - (iv) is required to be disclosed by law or any regulatory authority (subject to the Seller giving reasonable notice to the Purchaser thereof) Irish Stock Exchange, Irish Takeover Panel court or for the purpose of any judicial inquiry or proceedings (subject to the Seller giving reasonable notice to the Purchaser thereof) or
 - (v) is to the Seller's professional advisers, auditors and bankers provided they are advised as to the confidentiality of the information and agree in writing to be bound by such confidentiality.
 - (vi) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information are subject to obligations of confidentiality corresponding to those which bind that party under the Terms and Conditions of Service and Sale.

14 FORCE MAJEURE: SHIPPING ERROR AND DELAY, DAMAGE, ETC.

14.1 It is the responsibility of the Purchaser to perform reasonable inspection of all deliveries. Obvious external damage must be notified to the Seller as soon as reasonably practicable, but at latest, within a maximum of seven (7) calendar days of delivery. This notification must be issued in writing, together with a copy of the annotated delivery receipt as well as any relevant supporting documents evidencing the external damages (e.g.: photos).

14.2 Delivery errors (e.g. wrong product, wrong quantities, etc.) and physical damage to products visible from standard "out of box" inspection must be notified to the Seller as soon as reasonably practicable, but at latest, within a maximum of seven (7) calendar days of delivery. This notification

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must be issued in writing, together with a copy of the annotated delivery receipt as well as any relevant supporting documents (e.g.: photos).

14.3 In the absence of such notifications, goods delivered shall be assumed to be delivered in good quality condition.

14.4 When delivery is delayed for reasons attributable to the Purchaser or its agents, or where storage is requested in writing by the Purchaser:

- a. Storage and other additional costs will be charged to the Purchaser,
- b. The goods will be stored at the Purchaser's own risk, from the date of commencement of such delay and,
- c. The ownership of the goods will be deemed to transfer to the Purchaser upon the original advised delivery date. The Seller reserves the right to invoice the Purchaser on the original delivery date.
- d. Should the Purchaser not arrange for the collection of the stored goods within thirty (30) days of the commencement of storage, the Seller reserves the right to destroy the goods or have ownership rights revert to the Seller.

14.5 The Seller shall have no liability in respect of failure or delay in delivering or in performance of any obligations due to any cause outside the Seller's control including, but not limited to Acts of God (Novus Actus Interveniens), fire, flood, storm, war, civil disturbance, riot, act of Government, failure of a utility service or transport network, compliance with legal or government order, breakdown or lack of availability of machinery or plant, currency restriction, industrial disputes, strikes, lock-outs, lack of availability of materials, default, or failure of; supplier, Purchaser, carrier, contractor, agent or sub-contractor to deliver on time, or at all.

14.6 The Seller shall not be liable to the Purchaser as a result of any delay or failure to perform its obligations under the Terms and Conditions of Service and Sale, as a result of a Force Majeure Event. If the Force Majeure Event prevents the Seller from providing any of the goods and/or services for more than twelve (12) weeks, the Seller shall, without limiting their other rights or remedies, have the right to terminate this Terms and Conditions of Service and Sale (??) by giving written notice of thirty (30) days to the other party.

15 RETURNS

15.1 Any request to return goods must be made by the Purchaser in writing, within sixty (30) days of delivery of the ordered goods. Agreed returns must be returned at the Purchaser's expense, in delivered condition. If required to be tested by the Seller, may be subject to a minimum charge of 15% of the original invoice price.

15.2 This returns policy only applies to goods which are in an unused, re-saleable condition and does not apply to (i) products which have been discontinued, (ii) products which are personalized or customized, (iii) products not purchased from the Seller, (iv) refrigerated or temperature controlled products, (v) products which are outdated, shelf-worn, used or defaced; (vi) or reagents, diagnostics, sterile, chemicals or medical products; (vii) products which are expired or with an expiration date too

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short for re-sale. Returns of custom products, non-catalogue products, and not inventoried products are not permitted.

15.3 Contact your Customer Service Representative for further details on the correct return procedure to follow. This policy does not affect the Purchasers right to return products that are faulty on the delivery date or fail to perform to specifications during the applicable warranty period.

16 QUALITY ASSURANCE

16.1 The Seller undertakes that there are standards and procedures in place that are adhered to ensure that goods and services meet predetermined quality requirements. This Quality Assurance includes provisions for; inspection, testing, and compliance with industry standards to maintain and verify quality throughout the duration of the agreed scope of the Terms and Conditions of Service and Sale.

16.2 Any defect in such items shall not entitle the Purchaser to rescind the contract, reject the Goods, make deductions from the contract price or claim damages in respect of such defect.

16.3 Where a remedy is appropriate, The Seller shall in the first instance, be granted an opportunity to replace the goods or services. Where replacement is not practicable, the Seller may issue a refund to the Purchaser, in the form of either a credit note or a wireless bank transfer to the Purchasers nominated bank account.

16.4 Any remedy shall be confirmed in writing by the Seller, before being performed by the Seller.

16.5 The Purchaser shall indemnify and keep indemnified the Seller from and against all actions, demands, claims, proceedings, losses or costs arising from the supply of defective items by the Seller.

17 PURCHASER RESPONSIBILITIES

17.1 The Purchaser undertakes to:

(a) Ensure that the terms of the order and the goods and/or services specifications are complete and accurate.

(b) Cooperate and collaborate where relevant, with the Seller in all matters relating to the ordered goods and/or services.

(c) Provide the Seller, its employees, agents, consultants/contractors and/or subcontractors, with access to the Purchasers premises and other facilities as reasonably required by the Seller to provide the goods and/or services ordered.

(d) Provide the Seller with such information and materials as the Seller may reasonably require to supply the goods and/or services and ensure that such information is complete and accurate in all material respects.

(e) Prepare the Purchasers premises for the supply of the ordered goods and/or services.

(f) Obtain and maintain all necessary licences, permissions and consents which may be required for the provision of the goods and/or services before the date on which the goods and/or services are to commence and/or be delivered.

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(g) Comply with all applicable common laws and legislation, keep and maintain all materials, equipment, documents and other property of the Seller (Seller Materials) at the Purchasers premises in safe custody. The Purchaser is to maintain any Seller Materials in good condition until returned to the Seller, and not dispose of or use any Seller Materials, other than in accordance with the Sellers written instructions or authorisation.

17.2 If the Sellers performance of any of its obligations under the Terms and Conditions of Service and Sale is prevented or delayed by an act or omission by the Purchaser, or failure by the Purchaser to perform any relevant responsibility (Purchaser Default):

(a) Without limiting or affecting any other right or remedy available to it, the Seller shall have the right to suspend performance and/or delivery of the goods and/or services, until the Purchaser remedies the Purchaser Default.

(b) The Seller shall not be liable for any costs, damages or losses sustained or incurred by the Purchaser arising directly or indirectly from a Purchaser Default.

(c) The Purchaser shall reimburse the Seller, on written request, for any costs, damages or losses sustained or incurred by the Seller arising directly or indirectly from a Purchaser Default.

18 EXCLUSIVITY

The Parties agree that this Terms and Conditions of Service and Sale is not an exclusive arrangement and that the Parties are entitled to enter into other similar agreements with other parties.

19 AMENDMENTS

The Parties agree that any amendments made to the Terms and Conditions of Service and Sale must be agreed by both parties and in writing. The expected period of the agreed Amendment must also be in writing. In order to be valid, agreed amendments must be signed and dated by both Parties to this Terms and Conditions of Service and Sale.

20 SEVERABILITY

20.1 Each clause of these Terms and Conditions of Service and Sale, and every part thereof are entirely separate and independent. They are independent, separate, severable, and enforceable accordingly, and that the duration of extended application of each clause and every part thereof is no greater than is reasonable and necessary for protection and legitimate interest purposes.

20.2 Should any part thereof be judged by any court of competent jurisdiction to be void or unenforceable, but would be valid if part of the wording is deleted, edited, or a period reduced, the said clause or part thereof shall still apply within the jurisdiction of that court with these modifications as may be necessary to make it valid and enforceable, and shall be deemed to have been amended accordingly.

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21 JURISDICTION

The clauses contained within, and the whole of this Terms and Conditions of Service and Sale are governed under the jurisdiction of the Republic of Ireland.

22 DISPUTE RESOLUTION

All disputes at any time arising between the parties as to the Terms and Conditions of Service and Sale, or as to any matter or thing arising out of the performance of the agreed upon Terms and Conditions of Service and Sale, or in any way connected therewith, shall be referred to the arbitration of a single arbitrator who shall be appointed by the Managing Partner. The appointed arbitrator shall be unconnected with the business of either parties to the dispute, and of an independent and unbiased background in relation to the dispute.

23 DATA PROTECTION

23.1 All parties to this Terms and Conditions of Service and Sale will comply with all provisions of Data Protection legislation. The parties agree that for the purposes of Data Protection legislation, the Purchaser is the controller, and the Seller is the processor.

23.2 Where applicable, the Purchaser will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of any personal and/or sensitive data to the Seller, for the duration and purposes of the Terms and Conditions of Service and Sale.

23.3 The Seller undertakes to.

(a) Process personal and/or sensitive data only on the documented written instructions of the Purchaser, unless the Seller is required by civil or criminal authority to otherwise process that personal and/or sensitive data. Where the Seller is compelled by civil or criminal authority to process personal and/or sensitive data, the Seller shall notify the Purchaser of this, in writing, before performing the processing required by civil or criminal authority, unless said civil or criminal authority prohibits the Seller from so notifying the Purchaser.

(b) Ensure that they have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal and/or sensitive data and against unlawful loss or destruction of, or damage to, personal and/or sensitive data.

(d) Not transfer any personal and/or sensitive data outside of the European Economic Area without the express prior written consent of the Purchaser.

(e) Assist the Purchaser, at the Purchaser's cost, in responding to any request from a data subject and in ensuring compliance with their obligations under Data Protection legislation.

(f) Notify the Purchaser, in writing and within a reasonable timeframe, upon becoming aware of any personal and/or sensitive data breach which is known to the Seller to involve personal and/or sensitive data provided by the Purchaser.

23.4 The Purchaser consents to the Seller appointing any third-party processors or consultants for the purpose of carrying out its' business, under the Terms and Conditions of Service and Sale. The Seller holds that any third-party processors or consultants will follow the previously outlined Data Protection



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Terms and Conditions while processing or consulting on personal and/or sensitive data on behalf of the Seller.