

**SYNCREON TERMS AND CONDITIONS OF PURCHASE  
UNITED KINGDOM**

**1 Interpretation**

**1.1 Definitions.**

In these Conditions, the following definitions apply:

<b>“Business Day”</b>	a day (other than a Saturday, Sunday or public holiday) when banks in Ireland are open for business.
<b>“Buyer”</b>	the Group Entity as set out in the Purchase Order or, if none is specified, the Group Entity which receives, or obtains the beneficial use of, the Goods or Services.  <b>“Conditions”</b> the terms and conditions set out in this document as amended from time to time in accordance with clause 16.7.
<b>“Contract”</b>	the contract between the Buyer and the Seller for the sale and purchase of the Goods or Services in accordance with these Conditions and the Purchase Order.
<b>“Force Majeure Event”</b>	any one (or more) of the below-listed events, which are beyond a party's reasonable control, and which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, being: failure of energy sources or transport network, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.
<b>“Goods”</b>	the goods (or any part of them) set out in the Purchase Order.
<b>“Group Entity”</b>	any one of <b>syncreon Automotive (UK) Ltd</b> (registered in UK with company number 03012604); <b>syncreon Technology (UK) Ltd</b> (registered in UK with company number 1761717; or the subsidiary or holding company of any of them, or another subsidiary of the holding company of any of them (with ‘subsidiary’ and ‘holding company’ being as defined in section 155 of the Companies Act 1963).
<b>“Purchase Order”</b>	the Buyer's order for the Goods or Services, as set out in the Buyer's purchase order in the Buyer's purchase order form, the Buyer's written acceptance of the Seller's quotation, or overleaf, as the case may be.

<b>“Seller”</b>	the person or entity from whom the Buyer purchases the Goods or Services.
<b>“Services”</b>	the services (or any part of them) set out in the Purchase Order.
<b>“Specification”</b>	any specification for the Goods or Services, including any related plans and drawings, that is: (i) agreed in writing by the Buyer and the Seller; or (ii) provided by the Buyer to the Seller.

## 1.2 Construction

In these Conditions, unless the context requires otherwise, the following rules apply:

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.4 Any phrase introduced by the terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2 Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Purchase Order constitutes an offer by the Buyer to purchase the Goods or Services in accordance with these Conditions.
- 2.3 The Purchase Order shall be deemed to be accepted on the earlier of:
  - 2.3.1 the Seller issuing a written acceptance of the Purchase Order; and
  - 2.3.2 the Seller doing any act consistent with fulfilling the Purchase Order, at which point the Contract shall come into existence.
- 2.4 Where there is any discrepancy between the provisions of the Purchase Order and these Conditions, the provisions of the Purchase Order shall take precedence.

## 3 The Goods and Services

- 3.1 The Seller hereby warrants that the Goods and Services shall:

- 3.1.1 correspond with their description and conform to any applicable instructions, Specifications, requirements or other information otherwise forming the basis of the Contract;
  - 3.1.2 be of merchantable quality (within the meaning of the Sale of Goods and Supply of Services Act 1980, as amended) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer expressly or by implication, and in this respect the Buyer relies on the Seller's skill and judgement;
  - 3.1.3 where they are manufactured products, be of good quality and free from defects in design, material and workmanship and remain so for 12 months after Delivery;
  - 3.1.4 in the case of the Services, be provided in a timely, professional, competent and workmanlike manner, using personnel that are suitably skilled and trained; and
  - 3.1.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and the performance of the Services.
- 3.2 The foregoing warranties shall survive acceptance of the Goods and/or Services and shall be in addition to any representations and/or warranties of additional scope given by the Seller to the Buyer. To the fullest extent permissible under applicable law, none of the foregoing representations or warranties and no other implied or express warranties shall be deemed disclaimed or excluded unless evidenced by a Purchase Order amendment issued and signed by the Buyer's authorized representative.
- 3.3 The Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

#### **4 Inspection and Acceptance**

Payment for the Goods or Services supplied under the Contract shall not constitute acceptance thereof. All Goods and Services purchased hereunder are subject to inspection and acceptance at the Delivery Location either before or after payment, at the Buyer's option. The Buyer reserves the right to reject and refuse acceptance of Goods or Services which are not in accordance with the Contract. In respect of rejected Goods, and the Buyer may require the Seller to provide replacement Goods. Goods not accepted, or otherwise non-conforming, will be returned to the Seller for full credit, refund or replacement at the Buyer's option and at the Seller's risk and expense, including insurance and transportation charges both ways. In respect of Services not accepted, the Seller will at the Buyer's option, either promptly re-perform the Services or provide a full credit or refund. No replacement of rejected Goods or re-performance of rejected Services shall be made unless specified by the Buyer in writing. Acceptance of all or any part of the Goods or Services shall not be deemed to be a waiver of the Buyer's remedies set forth in the Contract or otherwise available under applicable law.

#### **5 Delivery**

- 5.1 The Seller shall ensure that:
  - 5.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

- 5.1.2 the Goods are labelled and coded in such manner as the Buyer specifies so as to make them clearly identifiable;
  - 5.1.3 each delivery of the Goods is accompanied by an itemised packing slip which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the part or code number(s) of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - 5.1.4 if the Seller requires the Buyer to return any packaging material to the Seller, that fact is clearly stated on the packing slip. Any such packaging material shall be returned to the Seller at the cost of the Seller and at Seller's risk.
- 5.2 The Seller shall deliver the Goods or provide the Services:
- 5.2.1 on the date(s) specified in the Purchase Order, or, if no such date is specified, within 28 days of the date of the Purchase Order (**Delivery Date**);
  - 5.2.2 to (or at) the Buyer's premises at the location as is set out in the Purchase Order, or as otherwise instructed by the Buyer prior to delivery of the Goods or performance of the Services ("**Delivery Location**"); and
  - 5.2.3 during the Buyer's normal business hours, or as otherwise instructed by the Buyer.
- 5.3 Without limiting any rights and remedies available to the Buyer under the Contract and applicable law: (a) delivery of the Goods shall be completed upon the completion of unloading the Goods at the Delivery Location; and (b) provision of the Services shall be completed upon performance of the Services at the Delivery Location.
- 5.4** The Buyer shall not be liable to pay for, or accept delivery of, Goods processed, shipped or delivered in excess of, or less than, the quantity specified in the Purchase Order, and the Buyer may return any over-shipments or under-shipments at the Seller's expense, which shall include transportation, insurance and/or other charges both ways or the Buyer may require the Seller to promptly remove such Goods from the Buyer's location at the Seller's expense.
- 5.4 The Seller shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are to be delivered in instalments, they may be invoiced and paid for separately. However, failure by the Seller to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Buyer to the remedies set out in clause 6.

## 6 Remedies

- 6.1 If the Goods are not delivered or the Services are not performed on the Delivery Date, or do not otherwise comply with the Contract, then, without limiting any of its other rights or remedies under applicable law, the Buyer shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods or Services:
- 6.1.1 to terminate the Contract;
  - 6.1.2 to reject the Goods or Services (in whole or in part) and in the case of the Goods, return them to the Seller at the Seller's own risk and expense;

- 6.1.3 to require the Seller to repair or replace the rejected Goods, or re-perform the rejected Services, or to provide a full refund of the price paid for the rejected Goods or Services;
  - 6.1.4 to refuse to accept any subsequent delivery of the Goods or performance of the Services which the Seller attempts to make;
  - 6.1.5 to recover from the Seller any costs incurred by the Buyer in obtaining substitute Goods or Services from a third party; and
  - 6.1.6 to claim damages for any other costs, losses or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to carry out its obligations under the Contract.
- 6.2 These Conditions shall apply to any repaired or replacement Goods, or re-performed or substitute Services, supplied by the Seller.
- 6.3 The Buyer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

## **7 Title and risk**

Title and risk in the Goods shall pass to the Buyer on completion of delivery on condition that such delivery is in accordance with the Contract.

## **8 Order Changes; Delays**

- 8.1 The Buyer may at any time make changes in writing to the Purchase Order, including changes in the instructions, Specifications, method of shipment, quantities, boxing, carriage, crating or packing or time, frequency or place of delivery. If such changes result in an increase or decrease in the cost of, or time required for, the performance of the Purchase Order, an equitable adjustment shall be made in the order price, delivery schedule or both. Any claim for adjustment under this clause shall be deemed waived unless asserted within twenty (20) Business Days from the date of receipt by the Seller of the amended Purchase Order. Any claim or adjustment by the Seller must be approved by the Buyer in writing before the Seller proceeds with such change. Price increases shall not be binding on the Buyer unless evidenced by an amended Purchase Order signed by the Buyer's authorized representative.
- 8.2 Time is of the essence in the performance of the Contract. If at any time the Seller has reason to believe that deliveries of the Goods or performance of the Services will or may not be made as scheduled, written notice must be given promptly to the Buyer setting forth the cause of the delay and probable delivery or performance date. If such failure or delay by the Seller shall threaten to impair the Buyer's ability to meet its delivery schedules or other commitments or if delivery of the Goods is not made in the quantities, and in the manner and at the times specified, or performance of the Services is not completed at the times and in the manner specified, the Buyer reserves the right and in addition to its other rights and remedies under the Contract and under applicable law, to take either or both of the following actions:
- 8.2.1 terminate the Contract by notice effective when received by the Seller as to Goods not yet delivered or Services not yet performed and to purchase substitute Goods or Services elsewhere and charge the Seller with any loss or additional expense incurred; and/or

8.2.2 take delivery of the Goods or Services whereupon the Seller shall be liable for excess transportation charges, delay claims or other costs and expenses resulting from the Buyer's inability to meet its own delivery schedules or other commitments, or steps taken by the Buyer to expedite delivery.

8.3 The Seller shall be liable for excess transportation charges, and for delays or claims resulting from the Seller's deviation from the Buyer's routing or other delivery or performance instructions. If the Seller's delay or default is caused by the delay or default of its subcontractor or other agent, such delay or default shall be excusable only if it arose as a result of a Force Majeure Event affecting both the Seller and the subcontractor or other agent and without the fault or negligence of either of them, and the Goods to be furnished or Services to be performed were not obtainable from other sources in sufficient time to permit the Seller to meet the required delivery or performance schedule.

## 9 Price and payment

9.1 The price of the Goods or Services shall be the price set out in the Purchase Order, or, if no price is quoted, the price set out in the Seller's published price list in force as at the date the Contract came into existence.

9.2 Unless stated otherwise in the Purchase Order, the price of the Goods or Services shall be in euro (€).

9.3 The price of the Goods or Services is exclusive of amounts in respect of value added tax ("VAT"), but includes the costs of packaging, insurance and carriage of the Goods. The Buyer shall not be liable to pay any extra charges or expenses unless expressly agreed in writing and signed by an authorized representative of the Buyer.

9.4 The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services. Each invoice shall refer to the specific delivery (or deliveries) or performance to which it relates and include (as a minimum) the information listed at clause 5.1.3.

9.5 The Seller may invoice the Buyer for the Goods or Services on or at any time after the completion of delivery or completion of performance of the Services.

9.6 The Buyer shall pay correctly rendered invoices within 60 days of receipt of the invoice (the "**Payment Period**"). Payment shall be made to the bank account nominated in writing by the Seller. The Buyer shall notify the Seller within the Payment Period if the Buyer believes that an invoice is incorrect or if the Buyer otherwise disputes payment of such invoice, in which case the parties shall reasonably cooperate in order to resolve such billing dispute; provided however, that the Seller shall continue to provide the Goods or Services pending resolution of such billing dispute.

9.7 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the non-defaulting party may charge interest on the overdue amount at the rate of 1% per annum above the main refinancing operations minimum bid rate of the European Central Bank or, if at any time there is no such rate, the nearest equivalent thereto as determined by the Buyer. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay any such interest together with the overdue amount. This clause shall not apply to

payments the defaulting party disputes in good faith in accordance with clause 9.6. The Buyer may at any time, without limiting any of its other rights or remedies, set off any liability of the Seller to the Buyer against any liability of the Buyer to the Seller, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## 10 **Buyer Materials**

- 10.1 The Seller acknowledges and agrees that any and all materials, equipment, tools, Specifications and data supplied by the Buyer to the Seller (collectively, "**Buyer Materials**") and all rights (including, without limitation, all intellectual property rights) in the Buyer Materials are and shall remain the exclusive property of the Buyer. The Seller shall keep the Buyer Materials in safe custody at its own risk, maintain them in good condition until returned to the Buyer, and not dispose or use the same other than in accordance with the Buyer's written instructions or authorisation. The Buyer Materials constitute the Buyer's confidential information for purposes of clause 13 below
- 10.2 The Buyer grants the Seller a limited, non-exclusive, non-sublicensable, non-transferable, revocable licence to use the Buyer Materials provided to it, solely to the extent necessary to provide the Goods or perform the Services pursuant to the Contract, and for no other purpose.
- 10.3 The license granted pursuant to clause 10.2 may be terminated by the Buyer at any time for any reason and, in any event, will automatically terminate upon the earlier of the date of termination of the Contract or the date of delivery of the Goods to the Buyer or completion of the performance of the Services for the Buyer.
- 10.4 The Seller will promptly return (or at the Buyer's option, destroy) all Buyer Materials upon the termination of the license granted pursuant to Section 10.3, or at any time before such termination if requested by the Buyer.
- 10.5 The Buyer expressly reserves all rights, including intellectual property rights, not licenses to the Seller hereunder; there are no implied rights. To the fullest extent permitted under applicable law, the Buyer expressly disclaims any and all representations and warranties in respect of the Buyer Materials, whether express, implied or statutory, including without limitation, the implied warranty of non-infringement. To the fullest extent permitted under applicable law, the Seller hereby waives any claim against the Buyer under the law of any jurisdiction, including any hold harmless or similar claim, in any way related to a claim asserted against the Seller or the Buyer for any intellectual property rights infringement or misappropriation or the like, including claims arising out of compliance with Specifications furnished by the Buyer.
- 10.6 This clause 10 shall survive termination of the Contract.

## 11 **Indemnity**

- 11.1 The Seller hereby agrees to defend, indemnify and hold harmless, the Buyer (which for purposes of this Section 11, means the Buyer and its parents, affiliates and subsidiaries, and its and their officers, directors, employees and agents, in respect of whom the Buyer is acting in the capacity as agent for purposes of this clause 11 and all of whom are expressly made third party beneficiaries of this Section 9 and entitled to enforce their rights under this Section 11 directly against the Seller) from and against any and all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect, special or consequential losses,

loss of profit, loss of reputation, loss of contract and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Buyer as a result of or in connection with:

- 11.1.1 any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods or Services, to the extent that the claim is attributable to the acts or omissions of the Seller, its parents, affiliates or subsidiaries or its or their officers, directors, employees, subcontractors or other agents;
  - 11.1.2 any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Goods or arising from performance of the Services, to the extent that the claim is attributable to the acts or omissions of the Seller, its parents, affiliates or subsidiaries or its or their officers, directors, employees, subcontractors or other agents; and
  - 11.1.3 any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods or performance of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its parents, affiliates or subsidiaries or its or their officers, directors, employees, subcontractors or other agents.
- 11.2 The Buyer may participate in the settlement or defence of any claim which is subject to the foregoing indemnity at the Buyer's own expense. In addition, the Seller shall not settle any claim which admits any liability on the part of the Buyer or which requires the Buyer to make any payment which is not promptly reimbursed by the Seller, unless otherwise expressly agreed in writing by the Buyer in advance.
- 11.3 To the greatest extent permitted by applicable law, the Buyer's liability under the Contract shall:
- 11.3.1 be subject to notification by the Seller of any claim for loss within a 90 day period from the date of completion of the delivery of the Goods or performance of the Services to which the loss relates; and
  - 11.3.2 be limited to the price of the Goods or Services payable by the Buyer under the Contract and shall expressly exclude indirect, special or consequential losses, loss of profit, loss of reputation, loss of contract or similar indirect losses or damages,
- save that the Buyer's liability to the Seller for death or personal injury arising out of or in connection with the Buyer's negligent acts or omissions shall not be limited.
- 11.4 This clause 11 shall survive termination of the Contract.

## 12 Insurance

During the term of the Contract, the Seller shall maintain in force, with a reputable insurance company which is reasonably acceptable to the Buyer, comprehensive general liability insurance, product liability insurance, public liability insurance and/or any other insurance which is reasonably required taking into account the nature of the Goods or Services being provided under the Contract or which is otherwise customary in the Seller's industry. Such insurance coverage shall be sufficient to cover the liabilities that may arise under or in connection with the Contract (with a limit of indemnity for such insurance policies being not less than €2,000,000 for



each and every claim), and shall, on the Buyer's request, produce both the insurance certificate giving details of cover (including the name of the insurer, policy number, expiration date and limits of liability) and the receipt for the current year's premium in respect of each insurance policy. Nothing in this clause 12.1 is intended to limit the Seller's indemnification obligations under clause 11 of these Conditions.

### **13 Confidentiality**

13.1 Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives and/or other commercially sensitive information which is of a confidential nature and has been disclosed to the receiving party by Buyer, its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The Seller shall protect the confidentiality of the Buyer's confidential information using at least the same measures that the receiving party uses to protect its own confidential information, but shall in any event, use reasonable measures. The Seller shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging Seller's obligations, or exercising its rights, under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Seller may also disclose such of the Buyer's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction; provided however, that the Seller shall, to the extent legally permissible, provide prompt notice to the Buyer of such legally required disclosure and shall reasonably cooperate with the Buyer in the Buyer's efforts to dispute or narrow the scope of such legally-required disclosure. This clause 13 shall survive termination of the Contract.

### **14 Termination**

14.1 The Buyer may terminate the Contract in whole or in part at any time before delivery of the Goods, or performance of the Services, with immediate effect by giving the Seller written notice, whereupon the Seller shall discontinue all work on the Contract. The Buyer shall pay the Seller fair and reasonable compensation for any work in progress on the Goods or Services at the time of termination, but the Buyer shall use its best efforts to mitigate its costs and losses arising from any such termination and to the extent relevant, shall promptly terminate all orders and subcontracts to the extent they relate to the terminated Goods or Services.

14.2 Within twenty (20) Business Days after receipt of such notice of termination, the Seller will submit all its claims resulting from such termination to the Buyer. The Buyer will pay the Seller, without duplication, the order price for finished Goods or Services accepted by the Buyer and the cost to the Seller of work in progress and raw materials allocable to the terminated Goods or Services, based on any audit the Buyer may conduct at its option, and Irish generally accepted accounting principles. The Buyer will make no payments for finished Goods, work in progress or raw material fabricated or procured by the Seller in excess of the Purchase Order.

14.3 Payments made under this clause will constitute the Buyer's only liability and the Seller's sole and exclusive remedy in the event the Contract is terminated. Except as otherwise agreed by the Buyer or required by applicable law, the provisions of this clause 14 shall not apply to any cancellation by the Buyer for default by the Seller.

- 14.4 In no event shall any payments under this clause 14 exceed the aggregate price for the Goods or Services specified in the Purchase Order, less payments already made by the Buyer. To the greatest extent permitted by applicable law, in no event shall such compensation include loss of anticipated profits or any special, consequential or indirect losses or damages.
- 14.5 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect by giving written notice to the Seller if:
- 14.5.1 the Seller commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of the Seller being notified in writing to do so;
  - 14.5.2 the Seller suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 214 of the Companies Act 1963, or (being an individual) is adjudicated as bankrupt pursuant to the provisions of Part II of the Bankruptcy Act 1988, or (being a partnership) has any partner to whom any of the foregoing apply;
  - 14.5.3 the Seller commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - 14.5.4 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Seller, other than for the sole purpose of a scheme for a solvent amalgamation of the Seller with one or more other companies or the solvent reconstruction of the Seller;
  - 14.5.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator, liquidator or examiner or if a notice of intention to appoint an administrator, liquidator or examiner is given or if an administrator, liquidator or examiner is appointed over the Seller;
  - 14.5.6 (being a company) the holder of a qualifying floating charge over the Seller's assets has become entitled to appoint or has appointed a receiver or receiver manager;
  - 14.5.7 (being an individual) the Seller is the subject of a bankruptcy petition or order;
  - 14.5.8 a creditor or encumbrancer of the Seller attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - 14.5.9 a person becomes entitled to appoint a receiver or receiver manager over the Seller's assets or a receiver or receiver manager is appointed over the Seller's assets;
  - 14.5.10 any event occurs, or proceeding is taken, with respect to the Seller in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.4.2 to clause 14.4.9 inclusive;
  - 14.5.11 the Seller suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

14.5.12 the Seller's financial position deteriorates to such an extent that in the Buyer's opinion the Seller's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

14.5.13 (being an individual) the Seller dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

14.6 Termination of the Contract, however arising, shall not affect either of the parties' rights and remedies that have accrued as at termination.

14.7 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 15 **Force majeure**

15.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it to the extent such delay or failure results from a Force Majeure Event. Each party shall notify the other party as soon as reasonably practical (taking into account the nature and extent of the Force Majeure Event) if it becomes subject to a Force Majeure Event which is likely to affect its performance under the Contract.

15.2 The Seller shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations and shall keep the Buyer reasonably informed of its efforts to resume performance under the Contract.

15.3 Where the Buyer is unable to make payment within the time limits for prompt payment which would entitle the Buyer to a preferential rate of payment (as set by Seller), the Buyer shall be entitled to any such discounts allowable where such failure is due to a Force Majeure Event.

15.4 If a Force Majeure Event prevents, hinders or delays the Seller's performance of its obligations for a continuous period of more than 20 Business Days the Buyer may terminate the Contract immediately by giving written notice to the Seller.

## 16 **General**

### 16.1 **Assignment.**

The Seller may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Buyer.

### 16.2 **Notices.**

16.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid ordinary post or other next working day delivery service, commercial courier, or email.

16.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; if sent by pre-paid ordinary post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission as confirmed by the transmitting email program.

16.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 16.3 **Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### 16.4 **Waiver**

A waiver of any right or remedy under the Contract or applicable law is only effective if expressly given in writing by an authorized representative of the waiving party and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or applicable law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 16.5 **Third party rights**

Except for those additional indemnified persons and entities set forth in clause 11.1, a person who is not a party to the Contract shall not have any rights to enforce its terms.

### 16.6 **Compliance with laws**

In performing its obligations under the Contract, the Seller shall comply with all applicable laws, statutes, rules, regulations, and codes, including without limitation, those relating to export controls, ethics, anti-bribery and anti-corruption including but not limited to the Control of Exports Act 2008 and the Prevention of Corruption Acts 1889 to 2010.

### 16.7 **Variation**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by an authorised representative of the Buyer.

### 16.8 **Buyer's premises**

The Seller agrees to comply (and shall require its employees and agents to comply) with the Buyer's applicable health, safety, security and environmental codes, procedures, policies and guidelines; working hours and work rules; and holiday schedule of the Buyer when performing Services or otherwise present on the Buyer's premises.

#### 16.9 **Buyer's Policies**

The Seller shall comply with the Buyer's Supplier Code of Conduct that is available on syncreon's website at [www.syncreon.com](http://www.syncreon.com).

#### 16.10 **Independent contractors**

The relationship of the Buyer and the Seller is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other. The Seller shall be solely responsible and liable for any employment-related taxes, insurance premiums or other employment benefits in respect of the Seller's activities. The Buyer shall not be responsible for the payment of any duties or taxes imposed on the income or profits of the Seller. Nothing in the Contract shall be construed to preclude the Buyer from independently developing, or acquiring from third parties, any goods or services identical or similar to the Goods or Services contemplated by the Contract.

#### 16.11 **Seller personnel**

As an independent company, the Seller agrees that it has and will have sole responsibility for the health, safety and welfare of its employees, subcontractors and other agents whom it uses in connection with providing the Goods and Services. The Seller will perform its obligations under the Contract in accordance with all applicable employment-related laws, statutes, rules, regulations and codes, including all equal employment opportunity and non-discrimination requirements; provided however, the Buyer will not be responsible for monitoring the Seller's compliance with such laws, rules or regulations. Whenever any actual or potential labour dispute delays or threatens to delay the timely delivery of the Goods or performance of the Services, or any of the Seller's other obligations, the Seller will immediately give written notice to the Buyer and the Seller shall take all reasonable steps to prevent or resolve the dispute; provided however, that any such labour dispute shall not constitute a Force Majeure Event.

#### 16.12 **Publicity**

The Seller shall not use the names, trademarks, trade names or logos of the Buyer or its parents, affiliates or subsidiaries, whether registered or not, in publicity releases, advertising or other promotional materials or in any other manner, including without limitation, in customer lists, without in each case, securing the express prior written approval of an authorized representative of the Buyer.

#### 16.13 **Remedies**

Except to the extent otherwise expressly specified in these Conditions, the remedies provided herein shall be cumulative and in addition to any other or further remedies provided under applicable law. The Buyer shall have the right to set off against any amounts payable by the Buyer to the Seller under the Contract, or any other agreements between the Buyer and the Seller, any amounts which the Seller owes to the Buyer under this Contract or otherwise. In the event of any dispute arising under the Contract, the Buyer and the Seller shall proceed diligently with the performance required hereunder pending resolution of any such dispute.

#### 16.14 **Language**

These Conditions shall be governed, interpreted and construed in the English language only. Any translations that may be made into any other language shall be for convenience only and

shall have no legal force or effect.

**16.15 Governing law**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed solely in accordance with the laws of Ireland.

**16.16 Jurisdiction**

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**End of Syncreon Terms and Conditions of Purchase**