

# *TERMS AND CONDITIONS*

*Industrial Precision Components Limited  
T/A IPC Mouldings  
Terms and Conditions of Purchase and Sale*

*IPC Mouldings  
19Y Kilroot Business Park  
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BT38 7PR*

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## TERMS AND CONDITIONS (SUPPLY OF GOODS & SERVICES TO IPC MOULDINGS)

### 1. INTERPRETATION

1.1 In these Terms and Conditions, the following definitions apply:

**Commencement Date** has the meaning set out in clause 2.2;

**Contract** means the contract between Purchaser and the Supplier for the supply of Goods and/or Services in accordance with these Terms and Conditions;

**Control** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a company;

**Deliverables** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media;

**Force Majeure Event** means a circumstance beyond the Purchaser's control including (without limitation) industrial dispute, explosion, accident, act of God, war, riot, civil commotion, compliance with any law or governmental order, fire, flood and storm;

**Terms and Conditions** these terms and conditions as amended from time to time in accordance with clause 12.8;

**Goods** means the goods and their accompanying documentation (or any part of them) set out in the Purchase Order;

**Goods Specification** means any specification for the Goods, including any related description or plans and drawings that are provided in the Supplier's printed or online brochure or otherwise agreed in writing by Purchaser and the Supplier;

**Purchaser** means Industrial Precision Components Ltd (trading as IPC Mouldings) registered in Northern Ireland with company number NI070790;

**Purchaser Materials** has the meaning set out in clause 5.3;

**Purchase Order** means Purchaser's purchase order for the supply of Goods and/or Services as set out in Purchaser's purchase order or in Purchaser's written acceptance of the Supplier's quotation, as the case may be;

**Services** means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;

**Service Specification** means the description or specification for Services agreed in writing by Purchaser and the Supplier;

**Supplier** means the person, company or firm from whom Purchaser purchases the Goods and/or Services.

1.2 In these Terms and Conditions, the following rules apply: (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) references to a party includes its successors or permitted assigns; (c) a reference to a statute or statutory provision is a reference to such statute or statutory 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; (d) 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; and (e) a reference to **writing** or **written** includes faxes and e-mails.

### 2. BASIS OF CONTRACT

2.1 Purchaser providing the Purchase Order to the Supplier in writing constitutes an offer by Purchaser to purchase Goods and/or Services from the Supplier in accordance with these Terms and Conditions. The Purchaser shall not be liable for any order, order amendment or instructions to proceed with orders unless and until authorised or confirmed on a Purchase Order.

2.2 Subject to Purchaser's right to reject any acceptance made by the Supplier after 14 working days of the date of the Purchase Order, the Purchase Order shall be deemed to be accepted on the earlier of: (a) the Supplier issuing written acceptance of the Purchase Order; or (b) any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Other than where expressly confirmed in writing by Purchaser, Purchaser does not enter into agreements for the purchase of goods or services other than on the basis of these Terms and Conditions.

2.4 All of these Terms and Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

### **3. SUPPLY OF GOODS**

- 3.1** The Supplier shall ensure that the Goods shall: (a) correspond with their description and any sample provided and any applicable Goods Specification; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), not be counterfeit and be fit for any purpose held out by the Supplier or made known to the Supplier by Purchaser, expressly or by implication, and in this respect Purchaser relies on the Supplier's skill and judgment; (c) save where Purchaser specifies as not applicable, be new and unused and made of new and unused material and free from defects in design, materials and workmanship; (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; (e) be free of foreign object debris; and (f) comply with the terms of the Purchase Order, including (without limitation) any process or procedure as specified in the Purchase Order or otherwise notified by Purchaser.
- 3.2** The Supplier 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 in respect of the Goods.
- 3.3** The parties will comply with the following requirements for the supply of Goods: (a) AS 9100 Requirement: name or other positive identification, applicable issues or specifications, drawings, process requirements, inspection instructions and other relevant data; (b) for mould tool supply, the Supplier must follow the process steps depicted in Tooling Design Process Map (which shall be provided to the Supplier on request and is deemed incorporated into this Contract).
- 3.4** The Supplier shall permit the Purchaser and its agent and the Purchaser's customer and its agent and any regulatory authority or government department to inspect and test the Goods at any time before delivery and Supplier shall ensure any sub-contract it enters into in respect of the Goods shall contain equivalent permissions. The Supplier shall provide reasonable notice to Purchaser of the testing of the Goods and shall permit Purchaser and its agent to attend and oversee any such testing. The Supplier shall also provide reasonable facilities (at its cost) to Purchaser and its agent (including, without limitation, the right to be on-site to test the Goods at any stage of their production), and shall provide any certificates and information as Purchaser may require. If following such inspection or testing Purchaser considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1 or the Supplier is unlikely to meet the date and time specified for delivery in accordance with clause 4.2, Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance (at the Supplier's cost). Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Purchaser shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.5** The Supplier warrants and represents on an ongoing basis that it shall promptly notify Purchaser in writing of any circumstance which may cause or lead to a delay in the delivery of Goods by the time and date specified in clause 4.2 and of any detection or suspicion of deficiencies in the quality of Goods after delivery.
- 3.6** The Supplier must use special process sources relating to the manufacture, delivery or provision of Goods and/or Services when notified by Purchaser. The Supplier must notify the Purchaser, in advance, of any proposed process changes which may affect the Goods and/or Services ordered by the Purchaser, particularly if a proposed change would affect a key characteristic of the Good and/or Service.
- 3.7** Supplier must provide Purchaser with as much notice as practicably possible (and, in any event, not less than 3 months) before making any change to the design or manufacture of Goods or similar goods. For the avoidance of doubt, no change to the design or manufacture of Goods already ordered under a Purchaser Order shall be permitted without the prior written consent of Purchaser.

### **4. DELIVERY OF GOODS**

- 4.1** The Supplier shall ensure that: (a) the Goods are properly packed and secured in accordance with any packaging requirements notified to the Supplier by Purchaser from time to time or, if none, in such manner as to enable them to reach their destination in good condition; (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any), the outstanding balance of Goods remaining to be delivered (if the Goods are being delivered by instalments) and a Certificate of Conformity where requested by Purchaser; and (c) if the Supplier requires

Purchaser to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

- 4.2 The Supplier shall deliver the Goods (and any associated information requested by the Purchaser, including (without limitation) digital product definition data, drawings, parts lists, materials, FAI information and process specifications) in accordance with any instructions contained on the Purchase Order and: (a) on the date specified in the Purchase Order or, if no such date is specified, the date specified by Purchaser. Times for despatch and delivery of Goods shall be of the essence; (b) to such location as is specified in the Purchase Order or as instructed by Purchaser before delivery (**Delivery Location**); and (c) unless otherwise specified by Purchaser, during Purchaser's normal hours of business.
- 4.3 The Supplier must clearly mark the Purchase Order number on all consignment packages, packaging notes, advice notes, invoices, monthly statements and all other related correspondence and must inform Purchaser of despatch of Goods (and associated Purchase Order Number) on the date of such despatch.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.5 The Supplier shall not deliver the Goods in instalments without Purchaser's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately.
- 4.6 Risk in the Goods shall pass to Purchaser on completion of delivery.
- 4.7 Without prejudice to any right of the Purchaser (including, without limitation, the Purchaser's right to reject Goods for non-conformity with clauses 3.1 and 3.3 and the Purchase Order), title in the Goods shall pass to Purchaser on the earlier of completion of delivery and, where advance payments are made, the allocation of goods to the Purchase Order by the Supplier. All items so allocated shall be adequately marked and recorded as being the property of the Purchaser.

## 5. SUPPLY OF SERVICES

- 5.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract provide the Services to Purchaser in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by Purchaser and time for performance of the Services shall be of the essence.
- 5.3 In providing the Services, the Supplier shall: (a) co-operate with Purchaser in all matters relating to the Services, and comply with all instructions of Purchaser; (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and in accordance with the Purchase Order including, without limitation, any process or procedure as specified in the Purchase Order or otherwise notified by the Purchaser; (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract; (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Purchaser; (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services; (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Purchaser, will be free from defects in workmanship, installation and design; (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations; (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Purchaser's premises; (i) hold all materials, jigs, equipment and tools, drawings, specifications and data supplied by Purchaser to the Supplier (**Purchaser Materials**) in safe custody at its own risk and maintain Purchaser Materials in good condition until returned to Purchaser; (j) not dispose or use Purchaser Materials other than in accordance with Purchaser's written instructions or authorisation; (k) return Purchaser Materials to Purchaser immediately on demand; (l) on request, promptly provide Purchaser with a complete record of consumption or use of the Purchaser Material; (m) not do or omit to do anything which may cause Purchaser to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Purchaser may rely or act on the Services; and (n) permit inspection of the Services by the Purchaser and/or its agent at any time.
- 5.4 Purchaser shall: (a) where applicable, provide the Supplier with reasonable access at reasonable times to Purchaser's premises for the purpose of, and to the extent necessary for, providing the Services; and (b) provide

such information as the Supplier may reasonably request for the provision of the Services and Purchaser considers reasonably necessary for the purpose of providing the Services.

- 5.5** The Supplier warrants and represents that it shall promptly notify Purchaser in writing of any circumstance which may cause or lead to a delay in the performance of Services by the time and date specified in clause 5.2.

- 5.6** The Supplier must retain quality records that relate to the provision of the Goods or Service for a period of current year plus 10 years minimum after delivery of the Goods or performance of the Services (as appropriate). These records must include material traceability information, inspection and test records, records or approval personnel and all applicable quality records. These records must: (a) be identified, stored and protected in an appropriate manner so that they are easily retrievable for future reference; and (b) remain legible, readily identifiable and retrievable. The Supplier must also ensure that any sub-contractors appointed in respect of the provision of Goods and/or Services are required to maintain such records in compliance with the requirements of this clause.
- 5.7** Supplier must provide Purchaser with as much notice as practicably possible (and, in any event, not less than 3 months) before making any change to the manner of delivery of the Services (and similar services). For the avoidance of doubt, no change to Services already ordered under a Purchaser Order shall be permitted without the prior written consent of Purchaser.

## **6. PURCHASER'S REMEDIES**

- 6.1** If: the Supplier fails to deliver the Goods (or instalment thereof) and/or perform the Services by the applicable date; or if, following any inspection carried out in accordance with clause 3.4 and/or clause 5.3, the Purchaser considers that the Supplier will fail to deliver the Goods by the date and time specified for delivery in accordance with clause 4.2 or perform the Services by the date and time specified for performance in accordance with clause 5.2, Purchaser shall, without limiting its other rights or remedies, have one or more of the following rights: (a) to extend the applicable date; (b) to require the Supplier to take (at the Supplier's cost) all steps necessary to meet the original delivery date (or any extended date as specified by Purchaser) including, without limitation, expediting delivery methods and allocating additional resources; (c) to claim damages for any additional costs, loss or expenses payable by Purchaser which are in any way attributable to the Supplier's failure or expected failure to meet any date, including, without limitation, any liquidated or other damages payable by Purchaser to its customer(s) and for the allocation of additional resources and costs by Purchaser to meet deadlines agreed with Purchaser's customers or expedite delivery to those customers (and Supplier hereby indemnifies Purchase against all such costs, liabilities, damages and expenses arising from the Supplier's failure or expected failure to meet any date); (d) where Purchaser has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded in full by the Supplier; (e) to recover from the Supplier any costs incurred by Purchaser in obtaining substitute goods and/or services from a third party; (f) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make; and (g) to terminate the Contract with immediate effect by giving written notice to the Supplier.
- 6.2** If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, Purchaser shall have one or more of the following rights, whether or not it has inspected or accepted the Goods: (a) to require the Supplier to produce a recovery plan and repair or replace the Goods, or to provide a full refund of the price of the Goods (if paid); (b) to claim damages for any additional costs, loss or expenses payable by Purchaser arising from the Supplier's failure to supply Goods in accordance with clause 3.1, including, without limitation, any liquidated or other damages payable by Purchaser to its customer(s); (c) to recover from the Supplier any costs payable by Purchaser in obtaining substitute goods from a third party; (d) to refuse to accept any subsequent delivery of Goods which the Supplier attempts to make; (e) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense; and (f) to terminate the Contract with immediate effect by giving written notice to the Supplier.
- 6.3** Where Goods (or any component(s) of a Good) are found to be counterfeit or fail testing by the Purchaser, the Purchaser shall notify the Supplier and appropriate regulatory authorities and the Supplier shall issue a return merchandise authorisation and full refund to the Purchaser. The Purchaser reserves the right to request a material or part test report to validate the conformity of the Goods with the requirements specified in these Terms and Conditions. In the event the Goods supplied to the Purchaser become the subject of a legal or counterfeit issue, the Supplier shall provide the Purchaser with all permissions, information and documentation (including in relation to the Supplier's subcontractors) as requested by the Purchaser.
- 6.4** These Terms and Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.5** Purchaser's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

## **7. CHARGES & PAYMENT**

- 7.1** The price for the Goods: (a) shall be the price set out in the Purchase Order or the price otherwise agreed between the parties; and (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by Purchaser. No extra, or variation to, charges or shall be effective unless agreed in writing and signed by Purchaser.
- 7.2** The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Purchaser, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.3** Unless specified otherwise in the Purchase Order: (a) in respect of Goods, the Supplier shall invoice Purchaser on or at any time after completion of delivery (including delivery of any documentation or certificates required by Purchaser); and (b) in respect of Services, the Supplier shall invoice Purchaser on completion of the Services. Each invoice shall include such supporting information required by Purchaser to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.
- 7.4** In consideration of the supply of Goods and/or Services by the Supplier, unless otherwise agreed between the parties, Purchaser shall pay the undisputed invoiced amounts within agreed credit terms (which, if not otherwise agreed, shall be within 30 days of the end of the calendar month in which either the correctly rendered and undisputed invoice is received by Purchaser or the Goods are received by Purchaser (whichever occurs later)) to a bank account nominated in writing by the Supplier. Without prejudice to any other right or remedy of Purchaser, payment of the Supplier's invoice may be delayed due to its failure to comply with its obligations under clause 4.3.
- 7.5** All amounts payable by Purchaser under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time.
- 7.6** The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Purchaser to inspect such records at all reasonable times on request.
- 7.7** Purchaser may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Purchaser against any liability of Purchaser to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 7.8** The Supplier shall have no right to suspend subsequent performance of the Services and/or delivery of the Goods in the event of disputed or late payment of any amounts payable by Purchaser under the Contract.
- 7.9** The Supplier represents and warrants to Purchaser that the price for the Goods and the charges for the Services offered to Purchaser under the Contract are no less favourable than the prices and charges offered to any other party purchasing similar quantities. In the event the Supplier offers more favourable prices or charges to any other party, the Supplier will promptly notify Purchaser of such event and offer such more favourable prices or charges to Purchaser commencing upon the date such more favourable prices or charges were offered to the other party.

## **8. INTELLECTUAL PROPERTY & CONFIDENTIALITY**

- 8.1** In respect of the Goods and any goods that are transferred to Purchaser as part of the Services under the Contract (including without limitation the Deliverables or any part of them) the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Purchaser, it will have full and unrestricted rights to sell and transfer all such items to Purchaser.
- 8.2** The Supplier, as legal and beneficial owner and free from all third party rights, hereby grants a non-exclusive, royalty-free, perpetual, worldwide and irrevocable licence to Purchaser to use, modify and copy all intellectual property rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 8.3** The Supplier shall obtain waivers of all moral rights in the products of the Services, including for the avoidance of doubt the Deliverables, to which any individual is now or may be at any future time entitled.
- 8.4** The Supplier shall, promptly at Purchaser's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Purchaser may from time to time require for the purpose of



securing for Purchaser the full benefit of the Contract, including all right, title and interest in and to the intellectual property rights assigned to Purchaser in accordance with clause 8.2.

- 8.5** All Purchaser Materials are the exclusive property of Purchaser.
- 8.6** The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, drawings, designs, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Purchaser, its employees, agents or subcontractors, and any other confidential information concerning the Purchaser's business, its products and services which the Supplier may obtain. The Supplier shall only disclose such of Purchaser's confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Supplier's obligations 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 Supplier may only disclose such of the Purchaser's confidential information as is, and only to the extent, required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 8.7** Clauses 8.4 and 8.6 shall survive termination of the Contract.
- 8.8** The Supplier shall not use information related to the Contract in any marketing material or pitch, make any announcement, advertisement or issue any publicity about the Contract (including its terms and existence) or the relationship of the parties without the prior written consent of Purchaser.

## **9. INDEMNITY & INSURANCE**

- 9.1** The Supplier shall keep Purchaser indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Purchaser as a result of or in connection with: (a) any claim made against Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; (b) any claim made against Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and (c) any claim made against Purchaser by a third party arising out of or in connection with the supply of the Goods or 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 Supplier, its employees, agents or subcontractors.
- 9.2** Clause 9.1 shall survive termination of the Contract.
- 9.3** During the term of the Contract and for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, product liability insurance, public liability insurance and, where requested by Purchaser, professional indemnity insurance, in each case to cover the liabilities that may arise under or in connection with the Contract, and shall, on Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **10. TERMINATION & ITS EFFECT**

- 10.1** Without limiting its other rights or remedies, Purchaser may, at any time and without liability, terminate the Contract with immediate effect: (a) if any contract(s) between Purchaser and its customer(s) upon which the Contract depends in whole or part is terminated or discharged, in which circumstances Purchaser will provide the Supplier with as much notice as reasonably possible; (b) if there is a change of Control of the Supplier; or (c) on 30 days' written notice to the Supplier.
- 10.2** In any of the circumstances in these Terms and Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 10.3** Without limiting its other rights or remedies, Purchaser may terminate the Contract with immediate effect by giving written notice to the Supplier if: (a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so; or (b) the Supplier 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 applicable insolvency legislation or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of applicable insolvency legislation or (being a partnership) has any partner to whom any of the foregoing apply; or (c) the Supplier 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; or (d) 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 Supplier (being a company); or (e) the Supplier (being an individual) is the subject of a bankruptcy petition or order; or (f) a creditor or encumbrancer of the Supplier 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; or (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company); or (h) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver; or (i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier; or (j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 10.3(b)-(i) (inclusive); or (k) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.

**10.4** Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, and clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

**10.5** On termination of the Contract for any reason, the Supplier shall immediately deliver to Purchaser all Deliverables whether or not then complete, and return all Purchaser Materials. If the Supplier fails to do so, then Purchaser or its appointed agents may enter the Supplier's premises and take possession of them and the Supplier grants Purchaser and its appointed agents a licence to do so. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

## **11. FORCE MAJEURE**

**11.1** If a Force Majeure Event occurs which would interrupt, prevent or hinder the Purchaser's receipt, use or enjoyment of the benefits of the Goods and/or Services, the Purchaser may (at its sole option) cancel the Purchase Order or suspend it (or performance or delivery under it) until such Force Majeure Event ceases.

**11.2** Any time for performance or delivery under Purchase Order shall be extended until such date as Purchaser notifies the Supplier.

## **12. GENERAL**

**12.1** At all times during the term of any Purchase Order, the Supplier must maintain AS9100 and/or ISO9001 certification for its quality management systems and provide all documentation required by Purchaser to verify such certification.

**12.2** Purchaser may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Purchaser.

**12.3** In these Terms and Conditions: (a) 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 first class post or other next working day delivery service, commercial courier or e-mail; (b) a notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.3(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the third 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 e-mail, at 9.00am on the next working day after transmission; and (c) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**12.4** 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.

- 12.5** A waiver of any right or remedy under the Contract or law is only effective if given in writing 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 by 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.
- 12.6** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 12.7** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 12.8** Except as set out in these Terms and 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 Purchaser.
- 12.9** In performing its obligations under the Contract, the Supplier shall (and shall procure that each member of its group shall) comply with all applicable laws, statutes, regulations and codes from time to time in force (including, without limitation, the General Data Protection Regulation (EU 2016/679), the Data Protection Act 2018 and the Modern Slavery Act 2015).
- 12.10** Where requested by the Purchaser, Supplier shall, without undue delay, provide reasonable information, documentation and other evidence of the ethical behaviour of the Supplier and its subcontractors including (without limitation) in relation to anti-bribery, anti-fraud, anti-child labour, anti-slavery and whistleblowing policies, practices and procedures.
- 12.11** 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 in accordance with the laws of Northern Ireland, and each party irrevocably agrees that the courts of Northern 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).

## TERMS AND CONDITIONS (SUPPLY OF GOODS BY IPC MOULDINGS)

The customer's attention is drawn in particular to the provisions of clause 8.

### 1. INTERPRETATION

1.1 In these Terms and Conditions, the following definitions apply:

**Business Day** means a day other than a Saturday, Sunday or public holiday in Northern Ireland, when banks in Belfast are open for business.

**Business Hours** means the period from 9.00 am to 5.00 pm on any Business Day.

**Contract** means the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Terms and Conditions.

**Customer** means the person or firm who purchases the Goods from the Supplier.

**Delivery Location** has the meaning given in clause 4.1.

**Force Majeure Event** means an event, circumstance or cause beyond a party's reasonable control.

**Goods** means the goods (or any part of them) set out in the Order.

**Order** means the Customer's order for the Goods, as set out in the Quotation. Any Order shall be deemed to incorporate the Quotation.

**Quotation** means any quotation for Goods issued to a Customer by the Supplier.

**Specification** means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

**Supplier** means Industrial Precision Components Ltd (trading as IPC Mouldings) registered in Northern Ireland with company number NI070790.

**Terms and Conditions** means the terms and conditions set out in this document as amended from time to time in accordance with 12.4.

**Warranty Period**: has the meaning given in clause 5.1.

1.2 In these Terms and Conditions, the following rules apply: (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) references to a party includes its successors or permitted assigns; (c) a reference to a statute or statutory provision is a reference to such statute or statutory 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; (d) 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; and (e) a reference to writing or written includes faxes and e-mails.

### 2. BASIS OF CONTRACT

2.1 Each Order constitutes an offer by the Customer to purchase Goods in accordance with these Terms and Conditions and the relevant Quotation to which it relates. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.2 The Order shall only be deemed to be accepted when the Supplier acknowledges receipt/acceptance of the Customer's Order (which may be by way of email) at which point and on which date the Contract shall come into existence (**Commencement Date**). The Order must correspond exactly to, and reference, the relevant Quotation to which it relates to be capable of acceptance.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained on the Supplier's website, or contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Terms and Conditions.

2.5 Any Quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.6 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

### 3. GOODS

3.1 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier 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 and other professional costs and expenses) suffered or incurred by the Supplier in connection with

any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.1 shall survive termination of the Contract.

3.2 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

#### **4. DELIVERY**

4.1 The Supplier shall ensure that: (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Customer's expense.

4.2 The Customer shall collect the Goods from the Supplier's premises at Unit 19Y Kilroot Business Park, Carrickfergus, County Antrim, BT38 7PR or such other location as may be advised by the Supplier prior to delivery (**Delivery Location**) within three Business Days of the Supplier notifying the Customer that the Goods are ready.

4.3 Delivery is completed on completion of loading of the Equipment at the Collection Location (as applicable).

4.4 If the Buyer fails to take delivery of the Equipment when due the Seller may charge reasonable costs of storage until delivery is completed.

4.5 If the Customer fails to take or accept (as applicable) delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods: (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and (b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 Unless otherwise agreed by the parties in writing, if seven (7) days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted (as applicable) actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

4.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

#### **5. WARRANTIES**

5.1 Notwithstanding anything to the contrary in this Agreement, the Customer acknowledges that the Supplier may procure from time to time certain goods from third parties which form part of the Goods. Customer acknowledges that Supplier is not the manufacturer of such items. To the fullest extent permitted by law, Supplier makes no warranties in relation to such items other than those manufacturers' or licensors' warranties (if any) which Supplier is able to pass through for Customer's benefit.

5.2 Subject to clause 5.1, the Supplier warrants that on delivery, and for a period of six (6) months from the date of delivery (**Warranty Period**), the Goods shall: (a) conform in all material respects with their description and the Specification; and (b) be free from material defects in design, material and workmanship.

5.3 The Company shall at its own option and to the extent that it is able assign to the Customer its entitlement to benefit under any guarantee or warranty on material or services supplied to the Company where such guarantee or warranty relates to components of the Goods sold by the Company to the Customer provided that there has been no misuse or improper installation of the Goods.

5.4 Subject to clause 5.5, the Supplier shall, at its sole option, repair or replace the defective Goods, or refund the price of the defective Goods in full if: (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; (b) the Supplier is given a reasonable opportunity of examining such Goods; and (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.

5.5 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if: (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.4; (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer; (d) the Customer alters or repairs such Goods without the written consent of the Supplier; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage

or working conditions; or (f) the Goods differ from their description and any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

- 5.6 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.8 These Terms and Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

## **6. TITLE AND RISK**

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall: (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.2 to clause 9.2; and (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to: (i) the Goods; and (ii) the ongoing financial position of the Customer.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time: (a) [it does so as principal and not as the Supplier's agent; (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs; and (c) all monies then owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) immediately become due and payable.
- 6.5 At any time before title to the Goods passes to the Customer, the Supplier may: (a) by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **7. PRICE AND PAYMENT**

- 7.1 The price of the Goods shall be the price set out in the Order.
- 7.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3 The price of the Goods: (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer. Prices quoted for all sales are ex-warehouse prices. Carriage, freight, transit, insurance, packaging and other charges (where applicable) are additional charges for the Customer's account except where otherwise stated. Unless otherwise stated, all fees, expenses or costs are exclusive of VAT (or other applicable sales tax imports or levies imposed in any part of the world) which shall be added to the price and be payable by the Customer.
- 7.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 7.5 The Customer shall pay each invoice submitted by the Supplier: (a) within thirty (30) days of the date of the invoice; and (b) in full and in cleared funds to a bank account nominated in writing by the Supplier; and time for payment shall be of the essence of the Contract.
- 7.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 3% a year above the Bank of England's base rate from time to time.
- 7.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, the Supplier shall be entitled to a general lien on all the Goods in its possession (notwithstanding that such Goods or some of them may have been paid for) for the unpaid price or any part thereof of any Goods sold and delivered to the Customer by the Supplier under this or any other Contract and the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 7.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **8. LIMITATION OF LIABILITY**

- 8.1 Nothing in these Conditions shall limit or exclude either parties' liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and (d) any other liability that cannot be excluded or limited by law.
- 8.2 Subject to clause 8.1: (a) Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of data, loss of goodwill, loss of revenue, or any indirect or consequential loss arising under or in connection with the Contract; and (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total Charges paid to the Supplier by the Customer in relation to the Contract concerned in the 12 months prior to the relevant cause of action.
- 8.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.4 This clause 8 shall survive termination of the Contract.

## **9. CANCELLATION & TERMINATION**

- 9.1 Cancellations of Orders may only be accepted by the Supplier, at its sole discretion, provided that any such cancellation request is made in writing by the Customer and received by the Supplier prior to the manufacture of the Goods and/or the Supplier having incurred any obligation to its suppliers. Without limiting its other rights or remedies, where the Supplier accepts the cancellation of an Order, the Supplier shall be entitled to claim for all reasonable administrative and other costs incurred by the Supplier on the Customer's behalf in connection with such cancelled Order and any other loss (whether direct or indirect) caused by reason of cancellation.
- 9.2 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if: (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so; (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 9.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2 to clause 9.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.4 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.5 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 9.6 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 9.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **10. FORCE MAJEURE**

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly.

## **11. CONFIDENTIALITY**

- 11.1 Each party undertakes that it shall not at any time during the Contract and for a period of three years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.1.

- 11.2 Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. **GENERAL**

- 12.1 Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Supplier.
- 12.2 In these Terms and Conditions: (a) 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 first class post or other next working day delivery service, commercial courier or e-mail; (b) a notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the third 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 e-mail, at 9.00am on the next working day after transmission; and (c) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 12.3 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.
- 12.4 A waiver of any right or remedy under the Contract or law is only effective if given in writing 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 by 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.
- 12.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 12.6 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 12.7 Except as set out in these Terms and 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 Supplier.
- 12.8 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 in accordance with the laws of Northern Ireland, and each party irrevocably agrees that the courts of Northern 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).