



Terms and Conditions of Supply for Goods and Services

Parker Sales (Ireland) Limited

1. Definitions

In these Terms and Conditions:

1.1 **"Buyer"** means any company, firm or individual or agent thereof to which the Company supplies Goods or Services.

1.2 **"Company"** means Parker Sales (Ireland) Limited, including all divisions and businesses thereof and any subsidiary undertaking thereof.

1.3 **"Contract"** means the contract between the Company and the Buyer for the supply of Goods and/or Services, formed in accordance with clause 2 below.

1.4 **"Goods"** means the products (including any parts or accessories) and/or materials or any of them to be supplied by the Company in accordance with the Buyer's Order.

1.5 **"IPR"** means all intellectual and industrial property rights, including without limitation patents, know-how, trade marks (registered or not), registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, copyright and database rights, topography rights and any other rights in any invention, discovery or process, in each case in Ireland and all other countries in the world and together with all renewals and extensions thereof.

1.6 **"Liability"** means liability arising out of or in connection with a Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under that Contract and/or any defect in any of the Goods or Services, in each case howsoever caused including if caused by negligence.

1.7 **"Order"** means the order placed by the Buyer on the Company for the supply of Goods and/or Services, whether or not by way of acceptance of the Company's quotation.

1.8 **"Services"** means the services to be supplied by the Company in accordance with the Contract.

1.9 **"Software"** means any software related to the Goods, whether embedded or separately downloaded provided or made accessible.

1.10 **"Taxes"** means every description of tax, duty or levy, whether direct or indirect, payable at any time, and any related interest, penalty, fine or other amount.

1.11 **"VAT"** means value added tax or any replacement or overseas equivalent of Value Added Tax or similar sales tax.

2. Formation of Contract

2.1 Each Order or acceptance of a quotation for Goods and/or Services will be deemed to be an offer by the Buyer to purchase such Goods and/or Services in accordance with

these Terms and Conditions (as the same may be varied or modified in accordance with clause 2.3 below) and the Contract will be formed when the Order is accepted by the Company by way of a written acknowledgement. These Terms and Conditions shall govern relations between the Buyer and the Company to the exclusion of any other terms and conditions (including, without limitation, any contained in an Order), whether issued by paper-based transactions or via facsimile or other forms of electronic data interchange (EDI) or electronic commerce, which purport to provide that the Buyer's own terms and conditions shall prevail.

2.2 Except in the case of fraud, the Company shall incur no liability to the Buyer for misrepresentation by virtue of any statement made by or on behalf of the Company prior to the Contract, whether orally or in any document, including any sales literature, and, save as excepted above, the Buyer shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

2.3 No variation or modification of these Terms and Conditions or of any Contract formed pursuant thereto shall be valid unless agreed in writing by the Company.

2.4 The Company shall be entitled to sub-contract all or any of its obligations under any Contract.

3. Quotations

The Company's quotations are given without commitment and no Contract between the Company and the Buyer shall arise unless and until the Company has accepted in writing an Order. Quotations shall be valid for a period of 30 days from the date of issue or (if different) the period specified with the quotation itself.

4. Prices

4.1 Prices contained in any quotation or in any price list, catalogue or similar shall be those prevailing at the date thereof and are for guidance only. In particular, in case of changes in market conditions, such as changes in exchange rates, energy and labour costs and raw material prices, including but not limited to steel, brass, rubber, copper, magnetics and aluminium, prices may be subject to a price increase or surcharge. Unless otherwise agreed in writing, the prices of Goods and/or Services to be supplied under any Contract shall be those current at the date of delivery of the Goods and/or performance of the Services, as the case may be.

4.2 Subject to the agreed Incoterms®, the Prices do not include Taxes, which will be payable by the Buyer in addition to the Prices in respect of Goods or Services, as the case may be.

5. Despatch and Delivery

5.1 Delivery shall be deemed to occur and the risk of loss of or damage to any Goods shall pass to the Buyer in accordance with the agreed Incoterms®.



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5.2 Where any sale of Goods would be eligible for exemption from VAT it is the Buyer's duty to comply with any necessary conditions, such as furnishing the Company with its national VAT registration number and/or proof of export from Ireland. If it does not comply with such conditions the Company will charge VAT in addition, in accordance with clause 4.2.

5.3 In the event that the Company shall at the specific request of the Buyer store the Goods then the Buyer shall pay the Company such reasonable charges as the Company may request on account thereof. Carriage of Goods shall be arranged by the Company and the cost for packaging, postal charges, freight, shipping and handling expenses or insurance shall be shown as a separate line item on the invoice or invoiced separately in addition to the price of the Goods. Without prejudice to the foregoing, if any of the services are to be provided by a carrier or other third party or the Goods are delivered wholly or partly by a person other than the Company, the Company shall, in arranging for the provision of the same, act only as the agent of the Buyer and the Buyer shall indemnify the Company against any costs, charges or expenses thereby incurred by the Company.

6. Rejection of Goods

6.1 The Buyer shall carefully examine the Goods on delivery of the same and shall, by written notice to be received by the Company within seven (7) days after delivery, notify the Company of any short delivery or over-delivery and/or of any defects discovered therein.

6.2 If the Buyer neglects to serve notice under clause 6.1 then, subject only to its warranty obligations under clause 11, the Company shall, subject to clause 12.1, be discharged from all Liability in respect thereof

6.3 If the Buyer neglects to serve notice under clause 6.1 of any over-delivery, then the Company may at its option either repossess the excess Goods or invoice the Buyer for them at the price ruling at the date of delivery.

7. Time for and Form of Delivery

7.1 The Company will use reasonable endeavours to deliver the Goods and/or perform the Services in accordance with any time(s) stated in the Contract but time of delivery or performance shall not be of the essence of the Contract. Any such time(s) are provided by way of general information only and in the event of failure to despatch or deliver or perform within such time(s) for any cause, whether within or outside the Company's reasonable control, the same shall not be a breach or repudiation of the Contract nor shall the Company have any Liability to the Buyer on account thereof, save that the Buyer will be entitled to give not less than 60 days' written notice to the Company requiring delivery of the Goods to be made or performance of the Services to be completed and if the Company has not delivered the Goods or completed the Services within that time the Buyer may then cancel the Order

and the Company will refund to the Buyer any sums paid to the Company in respect of that cancelled Order.

7.2 Unless otherwise agreed, the Company shall be entitled to deliver Goods and/or perform the Services by a single delivery or by instalments at its option and each instalment shall be deemed to be the subject of a separate contract subject to these Terms and Conditions and, without prejudice to clause 7.1, non-delivery or delay in delivery shall not affect the balance of the Contract nor entitle the Buyer to terminate the same.

8. Force Majeure

The Company shall not be liable for any delay or failure in carrying out its obligations hereunder which is caused wholly or partly by any circumstances beyond its reasonable control, effecting itself, its suppliers and/or its carriers, including without limitation act of God, delay in transportation, labour disputes, fire, flood, war, accident, epidemics, pandemics or other serious widespread illness(es), public health emergency/ies, action of any government, or inability to obtain adequate labour or materials or manufacturing facilities or energy, and if the delay or failure has continued for a period of 3 months then either party may give notice in writing to the other terminating the Contract and on such termination the Company shall refund to the Buyer such portion of the price of the Goods and/or the Services as may exceed the amount due to the Company and already paid. Notwithstanding the aforementioned, Buyer shall not be entitled to order cancellation following its issuance of a unilateral production stop not initiated by government decision.

9. Payment

9.1 Unless otherwise expressly agreed in writing, payment shall be made in Euro in cleared funds without any deduction, set-off, restriction, condition or deferment on account of any disputes or cross-claims or present or future Taxes whatsoever (unless and to the extent that the Buyer is required by law to make such deduction) on or before the last day of the month following the month of the Company's invoice for the Goods and/or the Services. If full payment is not received by the due date, interest shall accrue on the sum outstanding at the rate of 3% per annum above the base rate of European Central Bank (European Central Base Rate) (as varied from time to time), calculated on a daily basis, but without prejudice to the Company's rights under clause 16 below.

9.2 Time for payment shall be of the essence and in the event of any delay or default in any payment exceeding 7 days the Company shall be entitled to suspend delivery of the relevant Goods and/or performance of the relevant Services (and any other Goods and/or Services the subject of any Contract) and/or treat the Contract (and any other Contract between the Company and the Buyer) as repudiated and/or re-sell any of the Goods in its possession, and be indemnified



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by the Buyer for any loss, damages, costs or expenses incurred by reason of any of the foregoing.

9.3 The Company will be entitled to set-off any liability which the Buyer has to it against any liability which it has to the Buyer, whether such liability is present or future, liquidated or unliquidated, under the Contract or any other contract or other cause of action.

10. Property in the Goods

10.1 The Company shall retain absolute ownership of the property in the Goods which shall not pass to the Buyer, and the Buyer shall keep and retain the Goods as bailee for and on behalf of the Company and shall deliver up the Goods to the Company at the Company's request, until the Company has received full payment of the price of the Goods and of any other sums whatsoever which are then due and owing from the Buyer to the Company and until such time the Buyer shall:

(a) fully insure the Goods in their full reinstatement value against the usual risks with an insurance office of repute and, whenever requested by the Company, produce a copy of the policy of insurance;

(b) store the Goods separately or in some other way ensure that the Goods are readily identifiable as the property of the Company;

(c) irrevocably authorise the representatives of the Company at any time in circumstances where the provisions of clause 16 may apply to enter the Buyer's premises where the Goods are or are thought by the Company to be stored for the purpose of repossessing the Goods; and

(d) keep and retain the Goods free from any charge, lien or other encumbrance thereon.

10.2 If the Buyer incorporates any Goods within other equipment or products then, provided that the Goods remain readily identifiable and a removable part of such other equipment or products, the provisions of clause 10.1 shall continue to apply.

10.3 The Company shall be entitled to exercise a general lien or right of retention over all Goods or any parts thereof in the Company's possession which are the Buyer's property for any sums whatsoever due to the Company and pursuant to such lien or right the Company shall be entitled without notice to the Buyer to sell all or any part of such Goods privately or by auction or otherwise and to keep the proceeds of sale in diminution of such sums and of all costs and expenses incurred by the Company in effecting the said sales.

11. Warranty

11.1 Subject to clause 11.2, the Company warrants that the Goods will be of good materials and workmanship and in performing the Services it will use reasonable skill and care so that, upon the Buyer giving written notice to the Company

that the Goods have not been supplied and/or the Services have not been performed as aforesaid, if the same be established, subject to clause 12.1, the Company's only Liability for breach of the warranty in this clause 11.1 will be, at the Company's option, to replace or repair such defective Goods or remedy such defaults in the Services. For the avoidance of doubt such Liability will be subject to clause 12.3 and will be taken into account in calculating whether the financial limit in clause 12.3 has been reached. This warranty obligation shall not apply where the Goods have been tampered with, improperly altered, repaired or maintained, installed or connected or subjected to misuse (in each case otherwise than as a result of the Company's own acts or omissions). The Buyer shall at its own cost return the Goods to the Company for inspection.

11.2 Company does not warrant that the Software is error-free or fault-free or fault-tolerant, or that Buyer's use thereof will be secure or uninterrupted. Buyer agrees and acknowledges that any Software shall not be used in connection with hazardous or high-risk activities or environments such as, but not limited to, the operation of nuclear facilities, aerospace systems, air traffic control, life support, or medical applications. Company retains ownership of all Software supplied to Buyer hereunder and in no event shall Buyer obtain any greater right in and to the Software other than a right in the nature of a licence limited to the use thereof and subject to compliance with any other terms provided with the Software.

11.3 The Company's warranty shall only apply in respect of matters whereof the Buyer gives written notice within 12 months after delivery of the Goods (as defined in clause 5.1) or 6 months after installation of the Goods (whichever is the shorter period) or within 6 months after performance of the Services, and any repaired or replacement Goods or re-performed Services will be covered by the same warranty for the unexpired portion of the original 12- or 6-month period, whichever is applicable, after which any claim in respect thereof shall be absolutely barred. Software is only warranted to perform in accordance with applicable specifications provided by Company to Buyer for 90 days from the date of delivery or, when downloaded by a Buyer or end-user, from the date of the initial download.

11.4 The Buyer, through its own analysis and testing, is solely responsible for making the final selection of the system and Goods and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Goods are met. The Buyer must analyse all aspects of the application and follow applicable industry standards, specifications, and other technical information provided with the Goods. If Company provides Good options based upon data or specifications provided by the Buyer, the Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Goods. In the event



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the Buyer is not the end-user, Buyer will ensure such end-user complies with this clause.

11.5 Except as set out in this clause 11, the Company excludes to the fullest extent permissible by law all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise including but not limited to design, merchantability and fitness for a particular purpose, which, but for such exclusion, would or might subsist in favour of the Buyer.

12. Exclusion of Liability

The Buyer's attention is particularly drawn to this clause.

12.1 The Company does not purport to limit or exclude its liability (if any) to the Buyer:

- (a) for breach of the Company's obligations arising under Section 10 Sale of Goods and Supply of Services Act 1980;
- (b) for personal injury or death resulting from the Company's negligence;
- (c) under Section 2(3) Liability for Defective Products Act 1991;
- (d) for any matter in respect of which it would be illegal for the Company to limit or exclude, or to attempt to exclude or limit, its liability; or
- (e) for fraud or fraudulent misrepresentation.

12.2 Subject to clause 12.1, the Company's entire Liability for any late delivery of Goods and/or failure to deliver the Goods and/or late or non-performance of the Services will be as set out in clause 7.1 and the Company will have no other Liability for any such late delivery or performance or failure to deliver or perform.

12.3 Subject to clause 12.1, the Company's maximum aggregate Liability will be limited to the price payable by the Buyer pursuant to the Contract under which the Liability arises.

12.4.1 The Company will have no Liability to the Buyer for any:

12.4.2 loss of profit (whether direct, indirect or consequential)

12.4.3 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);

12.4.4 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);

12.4.5 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);

12.4.6 loss of bargain (whether direct, indirect or consequential);

12.4.7 liability of the Buyer to third parties (whether direct, indirect or consequential);

12.4.8 loss of use or value of any data or software (whether direct, indirect or consequential);

12.4.9 wasted management, operational or other time (whether direct, indirect or consequential);

12.4.10 wasted expenditure incurred in reliance upon the anticipated performance of the Contract by the Company (whether direct, indirect or consequential). For the avoidance of doubt, the term "wasted expenditure" does not include sums paid by the Buyer to the Company pursuant to the Contract;

12.4.11 loss or damage arising out of any failure by the Buyer to keep full and up to date security copies of any computer program and data held or used by or on behalf of the Buyer (whether direct, indirect or consequential); or

12.4.12 indirect, consequential or special loss, subject always to clause 12.1.

12.4 Without prejudice to the foregoing, if called upon so to do by the Buyer in writing the Company shall use its reasonable endeavours (but without spending undue time and cost and only where practicable) to assign to the Buyer the benefits of any warranty, guarantee, indemnity, claim, privilege or other rights which the Company may have from or against manufacturers or suppliers of any goods incorporated in the Goods in relation to the quality, condition or description of such goods.

13. Drawings, Specifications etc.

13.1 All descriptions, drawings, illustrations, particulars of weights and measures, ratings, standards, statements details, specifications or other descriptive matter, whether or not contained in the Contract, are approximate only. The Goods will be in accordance with the Company's specifications at the time of manufacture and any earlier specifications, drawings, descriptions, illustrations, particulars as to weights and measures, ratings, standards, statements or details shall not form part of the description of the Goods or Services supplied or to be supplied so that the Company shall, subject to clause 12.1, have no Liability in respect thereof.

13.2 Where Goods are supplied by the Company to the Buyer in accordance with the Buyer's design or specification or where the Company shall design items not within its standard range of products at the Buyer's request no warranty shall be given or implied as to the suitability of such Goods unless the Buyer has made known to the Company the particular purpose for which the Buyer is proposing to use



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the Goods, in which case the Company's warranty in clause 11 shall apply.

14. Inspection and Testing

The Company inspects all Goods prior to delivery and where practicable submits them to standard tests at the Company's premises. Special tests or standard tests in the presence of the Buyer or his representative may be undertaken by the Company at the request and expense of the Buyer, where agreed in advance with the Company, and unless otherwise agreed such tests shall be conducted at the Company's premises.

15. IPR

15.1 All IPR subsisting in any material and information whatsoever given to the Buyer by the Company in connection with the supply of the Goods and/or the Services by the Company to the Buyer or otherwise are vested in the Company. The Buyer will not, whether by itself, its officers, servants, agents or any of them or otherwise howsoever, copy or reproduce any such material or information in whole or in part nor will it disclose any such material or information in whole or in part to any third party. Further, the Company shall be entitled to the ownership of all IPR subsisting in any material or information generated by the Company for the Buyer pursuant to the Contract.

15.2 The Buyer shall not, at any time or for any reason whatsoever, disclose or permit to be disclosed to any person or persons whatsoever or otherwise make use of or permit to be made use of any trade secrets or other confidential information relating to the products, technology, business, affairs or finances of the Company or relating to the Company's agents, distributors, licensees or other customers or in respect of any of their dealings or transactions.

15.3 The Buyer shall not apply or attempt to apply to register in its own name any of the Company's IPR and in particular those subsisting in or relating to the Goods and/or the Services or any part thereof nor shall it represent in any way that it has any right or title to the ownership of any such IPR nor shall it do any act or thing which might be contrary to the interest of the Company in such IPR or, in particular, challenge the ownership or validity of such IPR.

15.4 The Buyer at its own expense shall do all such acts and things and shall sign and execute all such deeds and documents as the Company in its sole discretion may require in connection with any steps or proceedings taken by the Company with a view to preventing the infringement of its IPR.

15.5 The Buyer undertakes and agrees that all material and information supplied by it, and the use thereof by the Company when manufacturing and supplying the Goods and/or performing the Services (including any design undertaken by the Company at the Buyer's request), will not infringe any IPR of a third party and shall indemnify the

Company in respect of any such infringement or alleged infringement.

15.6 The Buyer shall not alter or remove any trade mark of the Company which has been applied to the Goods nor apply any other trade mark to the Goods nor make any alteration to their packaging or get-up.

15.7 The provisions of this clause 15 shall survive the expiry or termination of any Contract for whatever reason.

16. Termination

If:

16.1 the Buyer shall make default in or commit a breach of the Contract or of any of his obligations to the Company; or

16.2 any distress or execution shall be levied upon the Buyer's property or assets; or

16.3 the Buyer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy; or

16.4 any petition or receiving order in bankruptcy shall be presented or made against the Buyer; or

16.5 any resolution or petition to wind up the Buyer's business (otherwise than for the purpose of a solvent amalgamation or reconstruction) shall be passed or presented; or

16.6 a receiver of the Buyer's undertaking, property or assets or any part thereof shall be appointed; or

16.7 the Buyer being a foreign entity, any arrangements or events occur under the laws of its country of domicile which have a similar effect to those hereinbefore described, the Company shall have the right immediately to terminate any Contract and upon written notice of such termination being given to the Buyer any Contracts shall be terminated and the Company shall be entitled to recover from the Buyer all losses, damages, costs and expenses thereby arising, including but not limited to those under clause 17 hereof.

17. Partial Completion

In the case of partial completion of an Order by reason of any of the events referred to in clauses 8 or 16 the Company shall be entitled to payment by way of a quantum meruit for all work done by it, without prejudice to any of its rights or remedies should non-completion be occasioned by the Buyer.

18. Notices

Unless otherwise provided in writing, any written communication or notice under a Contract shall be made or given by sending the same by ordinary prepaid first class letter post, in the case of the Company to its current address and in the case of the Buyer to its last known address, and if so sent such communication or notice shall be deemed to be made or given two days after the date when posted.



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19. Waiver

Any failure by the Company to enforce any or all of its rights provided herein shall not be construed as a waiver of such rights.

20. Compliance

Buyer agrees to comply with all applicable laws, regulations, and industry standards and professional standards of care, including, but not limited to, those of the country or countries in which Buyer may operate or in which the Goods may be used, including without limitation any applicable anti-corruption laws and U.S. and E.U. export control and sanctions laws ("Export Laws"). Buyer shall indemnify, defend, and hold harmless Company from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that it is aware of the applicable anti-corruption laws and Export Laws and certifies that Buyer will adhere to the requirements thereof and not take any action that may cause Company to be in violation of any such law or requirement. In particular, Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to anyone - including, without limitation, any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person - for the purpose of influencing such entity or person to purchase Goods or otherwise benefit the business of Company. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any Goods from Company in a manner or for a purpose that violates Export Laws or causes or may cause Company to be in violation of Export Laws.

21. Law and Jurisdiction

These Terms and Conditions and any Contract formed pursuant hereto shall be governed by Irish law and any dispute arising out of or in connection with the same shall be subject to the non-exclusive jurisdiction of the Irish courts. If any of these Terms and Conditions or any part thereof is rendered void or unenforceable by any legislation to which it is subject or by any rule of law, it shall be void or unenforceable only to that extent and no further.