

## **TERMS & CONDITIONS OF SALE**

Anthony Tully Components Ltd. T/AATCSUPPLIES

1. ACCEPTANCE OF ORDERS. Unless otherwise agreed in writing signed by a director Anthony Tully Component Ltd. (ATC) these conditions shall override any terms and conditions stipulated incorporated or referred to by the buyer whether in the order or in any negotiations.

2. TERMS AND PAYMENTS. All quotations are strictly net cash against invoices unless otherwise stated on ATC's acceptance of order form. All quotations are exclusive of Value Added Tax or similar taxes, levies or duties whether paid charged or levied within Ireland or elsewhere. All quotations are exclusive of any packaging insurance freight delivery or legislation or certification of invoices unless otherwise stated on ATC's acceptance of order form. Payment shall be made at ATC's address in the currency stated on the quotation or invoice.

Any sum or invoice outstanding for more than 30 days shall attract interest at two per cent per calendar month from the date of invoice or the maximum allowed by the jurisdiction in which the buyer resides or where the sales contract is to be enforced. The buyer shall reimburse ATC as to the amount of any collection costs legal fees or other expenses incurred in connection with any outstanding invoice. The amount of such costs or expenses shall be due to ATC as a liquidated sum.

3. SMALL/OVERSIZE ORDERS. ATC reserves the right to make a handling charge on small or oversized uneconomical orders.

4. PRICE. The quoted price for the goods may be varied upwards if and to the extent that the costs of the goods (or the cost of the materials or labour used to manufacture the goods) insurance freight or delivery increase between the date of the order and the date of the fulfilment (whether or not the date of such fulfilment be in accordance with the time stipulation of the contract). Such variation shall not entitle the buyer to cancel the order.

5. TIME. Any time or date for delivery is given and intended as an estimate only and ATC shall not be liable to make any damage or loss whether arising directly or indirectly out of delay in delivery or availability of goods.

6. TRANSIT. In the event of the buyer making any claim in respect of goods damaged or lost in transit the buyer shall give ATC written notification of any damage loss within such time as will enable ATC to comply with the carrier's conditions of carriage affecting claims. The risk in goods shall pass to the buyer immediately upon delivery to him (notwithstanding the provisions to Clause 11) and the buyer shall insure accordingly. Delivery to a carrier shall be deemed delivery to the buyer.

### 7. LIABILITY & RETURNS

a) ATC undertake to repair or replace (at the manufacturer's discretion) free of charge **(if returned to ATC's offices carriage paid)** any items supplied by them which prove defective due to faulty materials or workmanship within **12 months (15 months in the case of Satellite or Terrestrial receivers)** of delivery and provided such defect is notified to ATC within 20 days of becoming apparent. Subject there to ATC gives no representation warranty or condition (and excludes any that would otherwise be implied by statute usage or otherwise) as the fitness of the goods for any particular purpose or as to their quality or otherwise. Good returned unwanted or incorrectly ordered are subject to a 15% re-stocking charge (in original packaging and saleable).

***Defective goods must be returned with a detailed written fault report and ,if possible, a copy of the invoice.***

b) Save as aforesaid ATC shall not be responsible for damage injury or loss of any kind whatsoever to any property or persons or animals or produce caused by or rising from or attributable to (whether directly or indirectly) the use of the goods supplied.

c) ATC shall not be liable for any loss of profit or of contracts howsoever caused.

d) ATC shall not be liable for any damage or injury to the extent that the same is caused by or rises out of the acts or omissions of the buyer or the others (not being ATC's servants or agents).

e) ATC's liability under this contract shall not exceed the invoice value of the goods supplied.

f) The protection afforded by this Clause shall extend to protect any servant, agent or sub-contractor of ATC who shall be considered to be a party to this Contract (for the purpose of this Clause only) and ATC shall be considered to be a trustee for any such servant, agent or sub-contractor (for the purpose of this Clause only).

g) Nothing contained in this Clause 7 shall operate so as to :

(i) exclude liability for death or personal injuries caused by ATC's negligence; or

(ii) affect the statutory rights of consumers.

8. TERMINATION. If the buyer shall make a default in or commit any breach of his obligations to ATC (under this or any previous order) or if any distress or execution shall be levied upon the buyer, his property or assets or if he (the buyer) shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any position or receiving order in bankruptcy shall be presented or made against him, or if the buyer shall be a limited company and any resolution or petition to wind up such company's business shall be passed or presented (otherwise that for reconstruction or amalgamation) or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed. ATC shall have the right forthwith to determine any order then subsisting and upon written notice of such termination being posted by ATC to the buyer's last known address any subsisting order shall be deemed to have determined without prejudice to any claim or right that ATC might otherwise make or exercise (including the right to claim loss profit).

9. SUSPENSION. Should default be made by the buyer in paying any sum due to ATC as and when it comes due ATC shall have the right either to suspend all deliveries until the fault be made good or to cancel the order so far as any goods remain to be delivered there under but with the right to claim damages as if such order had been wrongfully cancelled by the buyer (such damages to include loss of profits, if any).

10. PARTIAL COMPLETION. In the case of partial completion of an order, ATC shall be entitled to proportionate payments in respect of such partial completion (without prejudice to ATC's rights should non-completion be occasioned by the buyer).

11. RETENTION OF TITLE. Until payment by the buyer to ATC of all sums due to ATC, ATC shall remain the owner of all and any goods that are to be or have been delivered by ATC to the buyer (whether or not the buyer has purported to resell or transfer such goods). ATC shall be entitled to enter upon any premises and take possession of such goods (together with any larger chattel or item into which the goods become incorporated or fixed) and upon taking such possessions, ATC shall be entitled to absolute ownership of the items or chattels so possessed (without being liable for such damage as may be reasonably necessary to remove or re-take possessions of such items or chattel). In this clause the expressions "the goods", "the items", and "the chattels" shall be deemed to include documents of title relating thereto or the proceeds of sale thereof. Any expenses or costs incurred by ATC (including a charge in respect of the time engaged by ATC's servants) in connection with such retaking of possession together with an administration charge of 20% thereon shall be a cost of collection within the meaning of Clause 2 of these conditions.

12. FORCE MAJEURE. In the event of war invasion act of foreign enemy, hostility (whether or not war has been declared) civil war rebellion revolution insurrection or military or usurped power or any act of God, storm flood tempest industrial disputes strike or lockout or any other matter whatsoever beyond the control of ATC shall be relieved of liabilities incurred under this contract whatsoever and the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any statute rules regulations orders or requisition issued by any Government Department, Council or other duly constituted authority.

13. SUB-CONTRACT. ATC reserves the rights to sub-contract the fulfilment of this order or any part thereof.

14. ARBITRATION. All disputes differences or questions at any time arising between the parties as to the construction of the contract or as to any matter or thing arising out of the contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or who failing agreement shall be appointed at the request of either party by the Chartered Institute of Arbitrators - Irish Branch. The arbitration shall be in accordance with the IRISH ARBITRATION ACT 2010 and any statutory modifications or re-enactment thereof for the time being in force.

15. Data Protection Act 1998 - 2003. Due to the changes in the Government legislation under the above Act, all information held on the buyers' account will be passed onto ATC financiers for credit reference purposes, in the course of financing ATC business. The information will not be passed to any other company for marketing or for any other purpose. If a buyer does not agree to these terms the buyer must notify ATC in writing.

16. LAW. This contract shall be subject to the Irish Law and the jurisdiction of the Irish Courts.

Anthony Tully Components LTD  
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