

TERMS AND CONDITIONS

1. GENERAL

Datapac Systems Limited is pleased to accept orders subject to the Terms and Conditions of Sale as stated below. Unless expressly agreed in writing (for example in the case of a tender), any alteration to these conditions will not apply. In these terms "you" and "your" as appropriate refer to the Buyer and "us", "our" and "we" refers to the Seller, Datapac Systems Limited. "Days" refers to working days, being Monday to Friday inclusive excluding bank holidays, unless otherwise stated.

2. QUOTATIONS

Our quotations are valid for the date of issue only unless otherwise agreed in writing. Quotations are for the sole use of the addressee and we reserve the right to withdraw a quotation which has been passed by you to a third party.

3. DELIVERY AND COLLECTION OF GOODS

In normal circumstances

a. We will deliver an order within the agreed delivery period, but we cannot be held liable for any loss caused by late delivery. If we do deliver late you are not entitled to regard this as a breach of contract.

b. Goods will be delivered to the delivery address supplied by you. You are considered to have given authority to accept a delivery on your behalf to any person who actually accepts delivery at the delivery address.

c. If we or the goods carrier cannot deliver to the delivery address then we may either store the goods and deliver at a later date, or return the goods to stock and deliver similar goods later.

d. You are obliged to provide adequate labour facilities at the delivery or collection address to unload or load the Goods without undue delay. We will require compensation for any loss we suffer arising from delivery or collection or non-delivery or non-collection of the Goods. If it is neither our fault, nor that of our carrier, that any delivery or collection is delayed or cannot be carried out then we will charge you for any extra costs incurred.

e. If we deliver in instalments to you, then each instalment is a separate contract. If payment in full is not made to us at the proper time for orders which have already been delivered, then we may withhold or cancel delivery of any other of your orders which have not yet been delivered.

f. Unless by prior agreement our prices exclude delivery or transport charges, insurance in transit taxes. We will charge you extra for transport, packaging, taxes and insurance as applicable.

4. PRICES

All prices are quoted in euro and are exclusive of Value Added Tax ("VAT"). VAT will be added to all invoices at the rate applicable on the tax point date. The tax point date will be the date of the invoice.

5. PAYMENT

Unless otherwise stated, invoices must be paid within 28 calendar days of their date. If you have not paid in full by the due date then:-

a. We will be entitled to charge you interest at 4% above the current base lending rate of the Central Bank of Ireland, compounded daily, on the amount outstanding until it has been paid in full.

b. We will be entitled to sue you for the money and our costs incurred whether or not property in the goods has been passed to you. If you have a dispute or counterclaim with us, you will not be entitled to make any reduction in or deferment of payment because of that dispute or counterclaim

6. WARRANTY

a. All goods supplied by us are warranted (by the manufacturer) to be of sound workmanship and materials, and suitable for the purpose for which they are designed under fair conditions. Our liability under this Warranty will be limited to the replacement, free repair or issue of credit against any goods acknowledged by us to be faulty, provided that such faults have not been caused by your misuse of the goods or your negligent handling of them.

b. In Order to make a claim under this Warranty you must return the goods:-

i. within 7 days of delivery date or the time stipulated by the manufacturer, whichever is the longer.

ii. in good order and condition

iii. carriage paid

iv. to our distribution centre at Robinhood Road, Dublin 22, Ireland unless we have advised you of another address to return goods. Our carriers have no authority to accept Goods for return unless we have agreed so in advance.

c. In no circumstances will we be responsible for loss or consequential damage arising from the failure or defect of our goods.

d. If you return goods to us in order to make a claim under clause 6(b) above and those goods turn out to be, in our opinion, fault free or damaged by reason of misuse or negligent handling of them, then we will give you 10 days notice to make arrangements to collect the goods. You may collect the goods in person or make arrangements for your carrier to collect them. You will remain liable to pay for the goods in full. We reserve the right to make arrangements to return the goods to you after the 10 day period, your non-compliance with our request for instruction will lead us to assume that you have given us unconditional authority to dispose of the goods as we see fit.

7. CATALOGUES AND BROCHURES

All descriptions and illustrations of goods in any catalogue, brochure, price list or in any other document provided by us are intended for general guidance only and do not form part of any contract between you and us. We accept no liability for any error or omission in such documents and cannot be liable in any circumstances for loss or damage resulting from your reliance on such descriptions or illustrations.

8. FORCE MAJEURE

We reserve the right to cancel an order or suspend or delay delivery of it without being liable for any loss or damage if supply of the goods is prevented or delayed by reason of war, (whether declared or not), civil strife, riots, adverse weather conditions, fire, flood, labour disputes, accidents or any other cause or circumstances beyond our control.

9. SHORTAGES, DAMAGES, DISCREPANCIES AND/OR LOSS IN TRANSIT

We will at our discretion refund, replace or issue credit where goods have been lost, wrongly delivered, damaged in transit or there is short supply of an order. We will only consider claims if made in writing to us within 3 days of the date of delivery. If goods have been lost in transit you must also inform the carrier in writing within that period. If goods have been damaged or supplied short, then you must keep those goods in one place, separate from any other goods and let us inspect them if we wish before we decide what action to take. If a whole consignment of goods is lost then you must inform us in writing within 10 days of invoice date.

10. RETENTION OF TITLE

a. General: - Notwithstanding delivery the goods shall remain the sole and absolute property of Datapac Systems Limited until unconditional payment in full has been received by Datapac Systems Limited for the goods and all other monies due to Datapac Ltd.

b. Sales of the Goods: - If you sell the goods on to third party before you have paid for them you will hold the proceeds of that sale on trust for us pending payment. We will have the right to require you to direct the third party to pay the money he would have paid to you direct to us instead.

c. Storage: - You must keep the goods separate and clearly identified as our property until you have paid for them.

d. Insurance: - After delivery and until payment you must keep the goods fully insured. If the goods are lost, destroyed or damaged then you must hold the proceeds of the insurance for and to our order pending payment. If the goods are so destroyed you are entitled to delay paying us until you have been paid by the insurer of the goods.

e. Recovery of the Goods: - We may enter your premises without notice and recover the goods which have not been paid for in full. As between you and us, this sub-clause constitutes your authority for us to enter on the premises of any other person holding the goods on your behalf and on whose property the goods may be and remove the goods.

f. Where we (or any other company within the Datapac Systems Limited Group ("a Group Company")) have incurred any liability to you for goods or services you provide to us or a Group Company, we may at our discretion and by written notice to you set off any monies we or any Group Company owe to you against any monies you owe to us.

11. YOUR BANKRUPTCY OR DEFAULT

If:-

- a. You fail to honour any of your obligations to us under this contract, or you breach them, or
- b. any distress or execution is levied on you, or
- c. you offer to make arrangement with your creditors or commit any act of bankruptcy or if any petition of bankruptcy is presented to you, or (if you are a listed company) any resolution or petition to wind up such a company's business (other than for the purpose of amalgamation or reconstruction) is passed or presented we will have immediate right to cancel in writing any contract we currently have with you without prejudice to any claim or right we might otherwise have.

12. SOFTWARE SERVICES AGREEMENTS

- a. Should either party request, both the parties agree to enter into a mutual confidentiality agreement. Notwithstanding the foregoing, Datapac Systems Limited agrees to hold all commercially sensitive information which they are made aware of through this engagement confidential.
- b. The client may indicate their authorisation to commence work by email or by supplying a purchase order.
- c. The client agrees to test custom developed software within a reasonable period of time of receiving it or within such time as will be agreed between the parties.
- d. For the purposes of providing the services set out in any Software Services Quotation/ Agreement, Datapac Systems Limited may require access to the client's premises, staff, computer systems or data. The client agrees to provide this access.
- e. The client may require Datapac Systems Limited to agree to its policies regarding the use of its premises, its computer systems or its data.
- f. Datapac Systems Limited will offer to the client a software support and maintenance agreement for custom developed software or 3rd party licensed software at a cost to be agreed by the parties.
- g. All work will be carried out during standard business hours (Monday to Friday 9am to 5.30pm, excluding bank holidays) unless specified in the Software Services Agreement. Any work carried out outside of these hours will be charged at double-time and only by agreement.
- h. Any changes to the standard layout of receipts, reports or invoices will be chargeable additionally.
- i. Any additional reports required will be chargeable accordingly.
- j. If a project is terminated for any reason after the commencement date, Datapac Systems Limited will charge a cancellation fee equal to the services provided up to that point.
- k. Air/Ferry travel, hotel and subsistence expenses incurred by Datapac Systems Limited in carrying out services will be recharged to the client at cost.
- l. Mileage expenses incurred by Datapac Systems Limited in carrying out services will be recharged to the client using the standard civil service mileage rate.

13. INTERPRETATION AND VALIDITY

The construction, validity and performance of this contract will be governed only by Irish law, and the Irish courts will have exclusive jurisdiction. The interpretation of any clause or sub-clause above will not in any way be limited or restricted by reference to or inference from any clause or sub-clause. If for any reason one clause or sub-clause is enforceable according to its terms then the others will remain in full force and effect.