

TERMS AND CONDITIONS

for the Supply of Products and Services

1 INTERPRETATION

1.1 Definitions.

In these Conditions, the following definitions apply:

"Business Day"	a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business;
"Commencement Date"	has the meaning set out in clause 2.2;
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 19.4;
"Contract"	the contract between Patina and the Customer for the supply of Products and/or Services in accordance with these Conditions;
"Customer"	the person or firm who purchases the Products and/or Services from Patina;
"Deliverables"	the deliverables set out in the Order;
"Delivery Location"	Patina's distribution premises in Dublin, Ireland as made known to the Customer;
"Euribor"	the Euro interbank offer rate, being the rate of interest at which European banks lend to each other;
"Force Majeure Event"	has the meaning given to it in clause 14.1;
"Products"	the goods (or any part of them) set out in the Order;
"Products Specification"	any specification for the Products, including any relevant plans or drawings, which are agreed in writing by the Customer and Patina;
"Intellectual Property Rights"	any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions;
"Order"	the Customer's order for the supply of Products and/or Services, as set out [in the Customer's purchase order form, or the Customer's written acceptance of Patina's quotation, or overleaf, as the case may be];
"Patina Materials"	has the meaning set out in clause 8.1(f);
"Services"	the services, including the Deliverables, supplied by Patina to the Customer as set out in the Service Specification below;
"Services Specification"	the description or specification for the Services provided in writing by Patina to the Customer.

- 1.2 Clause and paragraph headings will not affect the interpretation of these Conditions.
- 1.3 Unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to a statute or statutory provision will include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, will be construed as illustrative and will not limit the generality of the related general words.
- 1.7 References to clauses and schedules are to the clauses of and schedules (if any) to these Conditions.
- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 If there is an inconsistency between any of the provisions of these Conditions and any Schedules, the provisions in these Conditions will prevail.

2 BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Products and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Patina issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Patina and any descriptions of the Products or illustrations or descriptions of the Services contained in Patina's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Products described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These 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 trade, custom, practice or course of dealing.
- 2.5 Any quotation given by Patina shall not constitute an offer, and is only valid for a period of [30] Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Products and Services except where application to one or the other is specified.

3 PRODUCTS

- 3.1 The Products are described in Patina's catalogue as may be modified by any applicable Products Specification OR the Products Specification.

- 3.2** To the extent that the Products are to be manufactured in accordance with a Products Specification supplied by the Customer, the Customer shall indemnify Patina 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 Patina in connection with any claim made against Patina for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Patina's use of the Products Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3** Patina reserves the right to amend the Products Specification or catalogue if required by any applicable statutory or regulatory requirements.

4 DELIVERY OF PRODUCTS

- 4.1** Patina shall ensure that:
- (a)** each delivery of the Products is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Patina reference numbers, the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Products remaining to be delivered; and
 - (b)** if Patina requires the Customer to return any packaging material to Patina, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Patina shall reasonably request. Returns of packaging materials shall be at Patina's expense.
- 4.2** Unless otherwise agreed in writing at the time of Order acceptance, Delivery shall be EXW (Incoterms 2010) at the Delivery Location at any time after Patina notifies the Customer that the Products are ready.
- 4.3** Any dates quoted for delivery of the Products are approximate only, and the time of delivery is not of the essence. Patina shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide Patina with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.4** If Patina fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Products. Patina shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide Patina with adequate delivery instructions for the Products or any relevant instruction related to the supply of the Products.
- 4.5** If the Customer fails to accept or take delivery of the Products within 5 Business Days of Patina notifying the Customer that the Products are ready, then except where such failure or delay is caused by a Force Majeure Event or by Patina's failure to comply with its obligations under the Contract in respect of the Products:
- (a)** delivery of the Products shall be deemed to have been completed at 9.00 am on the 6th Business Day following the day on which Patina notified the Customer that the Products were ready; and
 - (b)** Patina shall store the Products until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6** If 10 Business Days after Patina notified the Customer that the Products were ready for delivery the Customer has not taken delivery of them, Patina may resell or otherwise dispose of part or all of the Products and, after

deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Products or charge the Customer for any shortfall below the price of the Products.

- 4.7** The Customer shall not be entitled to reject the Products if Patina delivers up to and including 5 per cent more or less than the quantity of Products ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Products was delivered.
- 4.8** Patina may deliver the Products 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 QUALITY OF PRODUCTS

5.1 Patina warrants that for the period set out in the documentation accompanying the particular Product, or any Product Specification (warranty period), such Product shall:

- (a)** conform in all material respects with their description and any applicable Products Specification; and
- (b)** be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.3, if:

- (a)** the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.1;
- (b)** Patina is given a reasonable opportunity of examining such Products; and
- (c)** the Customer (if asked to do so by Patina) returns such Products to Patina's place of business at the Customer's cost,

Patina shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.

5.3 Patina shall not be liable for the Products' failure to comply with the warranty in clause 5.1 if:

- (a)** the Customer makes any further use of such Products after giving a notice in accordance with clause 5.2;
- (b)** the defect arises because the Customer failed to follow Patina's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice;
- (c)** the defect arises as a result of Patina following any drawing, design or Products Specification supplied by the Customer;
- (d)** the Customer alters or repairs such Products without the written consent of Patina;
- (e)** the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

- (f) the Products differ from their description or the Products Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, Patina shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Products supplied by Patina under clause 5.2.

6 TITLE AND RISK

6.1 The risk in the Products shall pass to the Customer on completion of delivery.

6.2 Title to the Products shall not pass to the Customer until the earlier of:

- (a) Patina's receipt of payment in full (in cash or cleared funds) for the Products, in which case title to the Products shall pass at the time of payment; and
- (b) the Customer's resale of the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Products has passed to the Customer, the Customer shall:

- (a) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Patina's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price on Patina's behalf from the date of delivery;
- (d) notify Patina immediately if it becomes subject to any of the events listed in clause 13.1(c); and
- (e) give Patina such information relating to the Products as Patina may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Patina receives payment for the Products. However, if the Customer resells the Products before that time:

- (a) it does so as principal and not as Patina's agent; and
- (b) title to the Products shall pass from Patina to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1(c), then, without limiting any other right or remedy Patina may have:

- (a) the Customer's right to resell Products or use them in the ordinary course of its business ceases

immediately; and

- (b) Patina may at any time:
 - (i) require the Customer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

7 SUPPLY OF SERVICES

- 7.1 Patina shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 Patina shall use all reasonable endeavours to meet any performance dates for the Services requested by the Customer and included in the Order acceptance, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Patina shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Patina shall notify the Customer in any such event.
- 7.4 Patina warrants to the Customer that the Services will be provided using reasonable care and skill.

8 CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
 - (a) ensure that the terms of the Order and (if submitted by the Customer) the Products Specification are complete and accurate;
 - (b) co-operate with Patina in all matters relating to the Services;
 - (c) provide Patina, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Patina to provide the Services;
 - (d) provide Patina with such information and materials as Patina may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - (f) keep and maintain all materials, equipment, documents and other property of Patina (Patina Materials) at the Customer's premises in safe custody at its own risk, maintain Patina Materials in good condition until returned to Patina, and not dispose of or use Patina Materials other than in accordance with Patina's written instructions or authorisation.

- 8.2** If Patina's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- (a) Patina shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Patina's performance of any of its obligations;
 - (b) Patina shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Patina's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - (c) the Customer shall reimburse Patina on written demand for any costs or losses sustained or incurred by Patina arising directly or indirectly from the Customer Default.

9 CHARGES AND PAYMENT

9.1 The price for Products shall be the price set out in the Order or, if no price is quoted, the price set out in Patina's published price list as at the date of delivery. The price of the Products is exclusive of all costs and charges of packaging, insurance, transport and the like, which shall be paid by the Customer when it pays for the Products.

9.2 The charges for Services shall be on a time and materials basis:

- (a) the charges shall be calculated in accordance with Patina's standard daily fee rates, as made known to the Customer;
- (b) Patina's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
- (c) Patina shall be entitled to charge an overtime rate of 50 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b); and
- (d) Patina shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Patina engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Patina for the performance of the Services, and for the cost of any materials.

9.3 Patina reserves the right to:

- (a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. Patina will give the Customer written notice of any such increase 3 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Patina in writing within 2 weeks of the date of Patina's notice and Patina shall have the right without limiting its other rights or remedies to terminate the Contract by giving 2 weeks' written notice to the Customer; and
- (b) increase the price of the Products, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Products to Patina that is due to:

- (i) any factor beyond the control of Patina (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (ii) any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or the Products Specification; or
- (iii) any delay caused by any instructions of the Customer in respect of the Products or failure of the Customer to give Patina adequate or accurate information or instructions in respect of the Products.

9.4 In respect of Products, Patina shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Patina shall invoice the Customer monthly in arrears.

9.5 The Customer shall pay each invoice submitted by Patina:

- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by Patina, and

time for payment shall be of the essence of the Contract.

9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Patina to the Customer, the Customer shall, on receipt of a valid VAT invoice from Patina, pay to Patina such additional amounts in respect of VAT as are chargeable on the supply of the Services or Products at the same time as payment is due for the supply of the Services or Products.

9.7 If the Customer fails to make any payment due to Patina under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Euribor rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Patina may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Patina to the Customer.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Patina.

10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on Patina obtaining a written licence from the relevant licensor on such terms as will entitle Patina to license such rights to the Customer.

10.3 All Patina Materials are the exclusive property of Patina.

11 CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications,

inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party'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 receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12 LIMITATION OF LIABILITY

12.1 Nothing in these Conditions shall limit or exclude Patina's 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;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1893 (title and quiet possession); or
- (d) defective products under the Liability for Defective Products Act 1991.

12.2 Subject to clause 12.1:

- (a) Patina 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, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Patina'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 in respect of any Order, the value of such Order.

12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1893 are excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13 TERMINATION

13.1 Either Party may immediately terminate this Contract, at any time with immediate effect by giving written notice in the event that:

- (a) the other party commits a material breach of this Contract which is not capable of remedy;
- (b) the other party commits a material breach of this Contract and (if such breach is capable of remedy) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

- (c) the other party ceases to do business, becomes unable to pay its debts as they fall due within the meaning of section 214 of the Companies Act 1963, becomes or is deemed insolvent, has a receiver, manager, examiner, or similar officer appointed in respect of the whole or any parts of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction to which the non-terminating party has previously agreed in writing), enters into liquidation (whether compulsory or voluntary), or suffers or undergoes any analogous process to the above in any jurisdiction.

13.2 Patina may terminate this Agreement at any time upon 30 days' written notice.

13.3 Without limiting its other rights or remedies, Patina may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.4 Without limiting its other rights or remedies, Patina may suspend the supply of Services or all further deliveries of Products under the Contract or any other contract between the Customer and Patina if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1(c), or Patina reasonably believes that the Customer is about to become subject to any of them.

13.5 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Patina all of Patina's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Patina shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Patina Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Patina may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, 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; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14 WEEE

14.1 If any goods procured by Patina for the Customer are subject to a WEEE directive charge, then such charge shall be passed onto the Customer and contained in Patina's invoice.

14.2 If the Customer puts its own name on the Products for the purposes of resale, it is classed as the "producer" for the purposes of the WEEE directive. In such an event the Customer will ensure that it is a member of an appropriate compliance scheme for the recycling of such products.

15 FORCE MAJEURE

15.1 Neither Party ("Delayed Party") will have any liability to the other Party ("Affected Party") under this Contract

if it is prevented from, or delayed in, performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving its own workforce), act of God, war, riot, terrorism civil commotion, compliance with any law or regulation, fire, flood or storm (each a Force Majeure Event), provided that:

- (a) the Affected Party is notified of such an event and its expected duration; and
- (b) the Delayed Party uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned,

and that if the period of delay or non-performance continues for 30 days or more, the Affected Party may terminate this Contract by giving 10 Business Days' written notice to the Delayed Party.

16 NOTICES

- 16.1 Normal communications between the parties in respect of commercial matters will be conducted by email.
- 16.2 Any notice or other communication required to be given to a Party under or in connection with this Contract (such as a termination notice or the like) will be in writing and will be delivered by hand or sent by pre-paid registered post or other next working day delivery service providing proof of delivery, at its principal place of business as set out above, or sent by fax to the other Party's main fax number.
- 16.3 Any notice or communication will be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 16.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" will not include e-mail.

17 ASSIGNMENT

Neither Party will, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), assign, transfer, charge, subcontract, nor deal in any other manner with all or any of its rights or obligations under this Contract, save to one of its Affiliates.

18 GENERAL

- 18.1 Nothing in this Contract will be construed to give either Party the power to direct or control the daily activities of the other Party, or to constitute the Parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.
- 18.2 The remedies of the Parties under this Contract are cumulative and will not exclude any other remedies to which the Party may be lawfully entitled.
- 18.3 Each Party hereby covenants and agrees that it will execute and deliver such deeds and other documents as may be required to implement any of the provisions of this Contract.
- 18.4 The failure of any Party to insist on strict performance of a covenant hereunder or of any obligation hereunder

will not be a waiver of such Party's right to demand strict compliance therewith in the future.

- 18.5** This Contract may be executed in multiple copies, each of which will for all purposes constitute one Contract, binding on the Parties, and each Party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Contract as may be required.
- 18.6** In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

19 ENTIRE AGREEMENT

- 19.1** This Contract constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 19.2** Each Party acknowledges that in entering into this Contract it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 19.3** Nothing in this clause will limit or exclude any liability for fraud.
- 19.4** No alteration to or variation of this Contract will take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorised representative.

20 LAW AND JURISDICTION

- 20.1** This 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) will be governed by and construed in accordance with the laws of Ireland.
- 20.2** Each Party irrevocably agrees that the courts of Ireland will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).