

**STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES
OF
Nova Q Ltd**

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;
- 1.2. "Customer" means the organisation or person who purchases goods and services from the Supplier;
- 1.3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4. "Specification Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;
- 1.5. "Supplier" means Nova Q Ltd of 2a Sunbury Industrial Estate, Ballymount Road, Dublin 12, Ireland.
- 1.6. "Manufacturer" means the original manufacturer of the goods.

2. GENERAL

- 2.1. These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.
- 2.2. Before the commencement of the services the Supplier shall submit to the Customer a Specification Document which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.
- 2.3. The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services

3. PRICE AND PAYMENT

- 3.1. The price for the supply of goods and services are as set out in the Specification Document. The Supplier shall invoice the Customer Immediately on delivery of goods.
- 3.2. Unless expressly quoted as including VAT, all prices are exclusive of VAT or any other government taxes or duties, which, if applicable, shall be paid by the customer.
- 3.3. Invoiced amounts shall be due and payable within 30 days of receipt of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per month. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

4. SPECIFICATION OF THE GOODS

All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

5. DELIVERY

- 5.1. The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.
- 5.2. All risk in the goods shall pass to the Customer upon delivery.
- 5.3. Queries and complaints: Any claims against the condition of the goods must be made within five (5) days after the customer's receipt of the goods. All other claims, including claims for defective or out of specification products must be made within thirty (30) days after the customer's receipt of the goods.
- 5.4. No claim will be allowed or returned goods accepted if the goods have been treated or processed in any manner, except upon proof satisfactory to the manufacturer of the existence of a latent defect not ascertainable prior to use and then only if such defect is notified in writing within fifteen (15) days after such defect becomes apparent.

6. TITLE

The goods which are the subject matter of this invoice remain the property of the company until paid for and are sold subject to the extended reservation of title clauses 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 below:-

- 6.1. The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer
- 6.2. The goods may be disposed of by the customer. Claims for proceeds from the re-sale are deemed to be the property of the company. On demand by the company the customer shall disclose the true ownership in the goods to the sub-purchaser.
- 6.3. In the event that the goods are mixed or fused with the material belonging to the customer or the third parties in such a way so as to form a new inseparable product, ownership in the new product shall be deemed to arise in the hands of the company to the extent of the value of the contribution of the goods supplied by him to the new product.
- 6.4. If the goods are processed by the customer so as to form a new product, ownership of the new product shall be deemed to arise in the hands of the company in proportion to the value of the goods supplied by the company.
- 6.5. Title to the goods and all other goods which have been delivered to the customer but not yet paid for shall not pass to the customer until the other goods have also been paid for in full.
- 6.6. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which goods were delivered.

7. ALTERATIONS TO THE SPECIFICATION DOCUMENT

- 7.1. The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.
- 7.2. The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 7.3. Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
- 7.4. Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

8. WARRANTY

- 8.1. The Supplier warrants that at the time of sale, it will have title to sell goods to the customer.
- 8.2. The Supplier warrants that the goods sold to the customer will conform with the specification for them published by the manufacturer.
- 8.3. Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

9. LIMITATION OF LIABILITY

- 9.1. The entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.
- 9.2. In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

10. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

11. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

12. INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

13. ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

14. **SEVERABILITY**
If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
15. **WAIVER**
The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.
16. **NOTICES**
Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.
17. **ENTIRE AGREEMENT**
This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.
18. **NO THIRD PARTIES**
Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.
19. **GOVERNING LAW AND JURISDICTION**
This Agreement shall be governed by and construed in accordance with the law of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish courts.