

FARRAN TECHNOLOGY LIMITED
TERMS AND CONDITIONS OF SALE

1. **GENERAL**

Farran Technology Limited ("the Company") shall sell and the Purchaser shall purchase the Company's goods ("goods") subject to and upon the following terms and conditions which shall govern all sales, notwithstanding any terms or conditions (whether oral or written) or purported variations contained on any order or correspondence submitted by the Purchaser to the Company, except where variations are specifically accepted in writing by the Company. No employee or agent of the Company has authority to vary, add to or depart from these general conditions of sale or to make any representations in relation to the goods sold unless confirmed by the company in writing.

2. **PRICES**

All prices quoted are those ruling at the time of quotation and are subject to alteration without notice. Unless otherwise clearly stated by the Company, prices are, exclusive of delivery charges, packaging, insurance and V.A.T. and all such items will be charged to the Purchaser where appropriate. All orders will be invoiced at the price at the date of dispatch.

3. **QUANTITIES**

The price quoted is for the stipulated quantities only and does not necessarily hold good for other quantities.

4. **LIMIT OF CONTRACT**

Our quotation includes only such goods, accessories and work as are specified therein.

5. **SPECIFICATIONS ETC.**

Specifications, drawings, particulars of weights and dimensions, price lists, brochures and other descriptive matter relating to goods produced or sold by the company are prepared to the best of the Company's information, knowledge and belief at the time of such preparation, but are not, under any circumstances, warranted to be accurate or correct in any particular detail. In any event, the Company shall be under no liability for any failure on the part of the Purchaser to comply in all respects with the instructions for transportation, handling, storing and fixing produced by the manufacturers of the goods handled by the Company or produced by the company in respect of its particular products. Any device or recommendation given by the Company or its employees or agents to the Purchaser as to the storage, application or use of the goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Purchaser's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

6. All specifications, drawings and other documents prepared by the Company may not be used without the consent in writing of the Company.

7. **DELIVERY**

All times quoted for delivery or for collection, as they case may be, are given in good faith, but are approximate only. The company shall not be liable for any loss to any person whatsoever or howsoever arising resulting from the late delivery or by any failure to make the Goods ready for collection on the due date. The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment, in which case delivery of Goods shall be deemed to be a separate contract under the terms and conditions hereof and failure of any particular delivery shall not affect the contract or conditions thereof as to any other delivery.

8. **INSPECTION & TESTS**

The Company's products are carefully inspected and submitted to standard tests at the Company's works before dispatch. If tests other than those standard tests or tests in the presence of the Purchaser are required, the cost of same shall be discharged by the Purchaser. In the event of any failure on the Purchaser's part in attending such tests after seven days notice of same, the tests will proceed but shall be deemed to have been made in the presence of the Purchaser who shall be obliged to accept the records of the Company as evidence of the results of such tests.

9. **TITLE**

- (a) Goods supplied by the Company to the Purchaser shall, notwithstanding delivery, remain the property of the Company until the entire of the purchase price (including V.A.T. and interest on late payment) and all other sums due by the Purchaser to the Company have been paid in full without any reduction or deferment on account of any dispute or counterclaim whatsoever and until such payment, the Purchaser shall hold the goods and all products incorporating the same in trust for the Company and shall store same separately from its own goods and from those of any third party in a manner which makes them readily identifiable as the goods of the Company.
- (b) Notwithstanding the provisions of paragraph (a) above, all risks whether insurable or otherwise relating to goods supplied by the Company to the Purchaser shall pass to the Purchaser at the point of delivery.
- (c) The Purchaser's right to possession of the goods shall cease at whichever is the earliest of the following dates:
 - (i) On the expiry of the agreed credit period, if any.
 - (ii) If the Purchaser, not being a Company, commits any act of bankruptcy, makes any proposal to his Creditors for composition or does anything which will entitle any application for bankruptcy to be commenced against him.
 - (iii) If the Purchaser, being a Company, does anything or fails to do anything which would entitle a Receiver to take possession of any assets or which would entitle any person to present a Petition for the appointment of a Liquidator or Examiner.
- (d) The Company may for the purpose of recovering its goods enter upon any premises where they are stored or may reasonably be thought to be stored and may repossess the same without the necessity for any prior consent or authority from the Purchaser.
- (e) The Purchaser shall not be entitled to pledge or create any lien, charge or other incumbrance whatsoever over the goods, but subject as aforesaid, may deal with the goods in the ordinary course of trade until the Company takes any steps to repossess some or any part thereof pursuant to the provisions of this Clause.
- (f) Where the Purchaser sells the goods or otherwise deals with them (whether or not in the ordinary course of trade) before the full price of the goods has been paid to the Company, the Purchaser shall hold the proceeds of sale thereof in trust for the Company and shall not mingle the proceeds with other monies and shall not pay same into an overdrawn bank account. The Purchaser shall open a fiduciary account with his Bank and advise it that he holds the entire proceeds of sale as Trustee for the Company and that not until payment to the Company of the agreed price shall it be entitled to transfer any profit thereon to any other account.
- (g) If the Purchaser suffers from the appointment of a Receiver or an Examiner and at that time the Purchaser shall not have received the proceeds of re-sale, the Purchaser for the Receiver or Examiner as Agent for the Purchaser shall assign to the Company all rights against any person to whom the goods had been resold.
- (h) In the event of the Customer having a Receiver, Examiner or Liquidator appointed, the Purchaser's right of resale shall automatically terminate.

10. **TERMS OF PAYMENT**

Unless otherwise agreed the price shall be due and payable in fully thirty days from the date of our invoice. Should default be made by the Purchaser in paying any sums due under any Order, as and when it becomes due, the Company shall have the right to suspend all further deliveries as well as all work in hand on the Order in respect of which default occurred, and any other Order until the default be made good. The Company shall have the right, in addition to any other remedies they may have against the Purchaser, to charge interest on all principal sums due from the time when such sums become due until payment at the rate of 1.5 per cent per month or part of a month.

11. **WARRANTY**

The company warrants that for a period of twelve months after shipment, the Goods will be free from defects in workmanship and materials under normal use and service. The Purchaser must notify the company of any defect in writing within 7 days of the defect becoming apparent to the Purchaser. The Company's obligation under this warranty will not arise until the Purchaser returns the defective goods at its own expense and risk to the Company. The Company's sole obligation under this warranty shall be at its option to replace or repair without charge such defective goods or component parts thereof. Any replacement of parts under this warranty shall not extend the period of the warranty. Any goods so returned should be accompanied by the Company's warranty claim form. Failure to complete and provide this form with the returned goods will render the warranty null and void.

- (i) Goods containing diode devices are only warranted against latent mechanical defects that can be verified. No other defect or damage including but not limited to that caused by excessive voltages, excessive currents or static shall be covered by warranty.
- (ii) Warranty service will only be provided at the company's premises. Warranty service may be performed at the Purchaser's facility only upon the company's prior agreement and the Purchaser shall pay the company's round-trip travel expenses and any applicable additional expenses.
- (iii) The cost and risk of transportation to and from the company shall be borne by the Purchaser.
- (iv) In the event that the Purchaser demands early shipment of the goods before all testing has been completed to the company's satisfaction, any and all warranties whether statutory or hereunder shall be null and void.

The Company shall not be liable hereunder:

- (i) if the goods alleged to be defective have been repaired or altered by any person other than the Company's designated personnel or authorised representative or other person approved by the Company in writing; or
- (ii) where testing or examination by the Company reveals any alleged defect in the goods to have been caused by the Purchaser's misuse, neglect, improper installation, or the supply by the Purchaser of incorrect or inadequate instructions or information with regard to the design of any goods or to have been caused by any similar equipment to which the goods are attached or in which the goods are incorporated or any cause beyond the range of intended use of the goods or by accident, fire or other hazard.

12. **FORCE MAJEURE**

The Company shall not be liable to the Purchaser for non-performance or delay in performance or for any loss or damage to any goods due to acts of God, war, riot, civil commotion, embargo, strikes, fire, theft, delay in delivery or services of sub-contractors or sub-contractors or sub-suppliers, shortage of labour or materials, confiscation, prohibition of export or import or any other unforeseen event (whether or not similar in nature to these specified) outside the reasonable control of the company.

13. **DEFAULT OF PURCHASER**

If the Purchaser shall make default in or commit a breach of these Terms and Conditions or of any of its obligations to the Company under any contract incorporating the same, or if the Purchaser shall make or offer to make any arrangement or composition with its creditors or become bankrupt, or if the Purchaser shall be a limited company and any resolution or petition to wind up the Purchaser (other than for the purpose of a voluntary solvent amalgamation or re-organisation) shall be passed or presented or if a receiver or administrative receiver is appointed over all or any part of the Purchaser's undertaking property or assets or if the Purchaser shall become subject to any Administration Order, the Company shall have the right to terminate any contract with the Purchaser forthwith upon written notice to the Purchaser's last known address and such termination shall be without prejudice to any claim or right which the Company may have accrued prior to the date thereof.

14. **PATENT RIGHTS**

- (a) The sale of the Goods and the publication of any information or technical data relating thereto does not imply freedom from patent, registered design or other industrial property rights in respect of any particular application of the Goods.
- (b) The Purchaser warrants that the design and specifications supplied by it to the Company will not involve the infringement of any patent, registered design or other industrial property right in the manufacture and sale of the Goods by the Company.
- (c) The Purchaser undertakes to indemnify and keep indemnified the Company against all royalties, claims, actions, demands, proceedings, losses and costs in connection with any infringement or alleged infringement of any patent registered design or other industrial property right in the manufacture, sale or application of the Goods arising out of or in connection with the matters described in paragraphs (a) and or (b) above.

15. **INTELLECTUAL PROPERTY RIGHTS**

The Company retains all proprietary rights in and to all specifications, designs and engineering details relating to goods, all manuals marked as proprietary to the Company, and all discoveries, inventions, patents, copyright, registered designs and other intellectual property rights in the Goods. The Purchaser acknowledges that any contract for the sale and purchase of the goods shall not operate so as to transfer or vest in the Purchaser any patent, copyright, registered design, or other intellectual property right in the goods whatsoever.

16. ***GOVERNING LAW***

The Terms and Conditions and any contract between the Purchaser and the Company incorporating the same shall in all respects be construed and operated as a contract made in the Republic of Ireland and shall be governed by The Laws of Ireland.