

Conditions of Purchase

1. Interpretation

1.1 In these Conditions:

“Company” means Amari Ireland Limited, a private company registered in Ireland with limited liability under company number 42861 whose registered office is at Amari House, Unit 17 Fonthill Industrial Park, Fonthill Road, Clondalkin, Dublin 22;

“Conditions” means the standard terms and conditions of purchase set out in this document;

“Contract” means the contract for the sale and purchase of the Goods which shall comprise these Conditions; any special terms and conditions agreed in Writing between the Company and the Seller; the Specification and the Order;

“Delivery Address” means the address stated on the Order;

“Goods” means the goods (including any instalment of the goods or any part of them) which the Seller is to supply in accordance with these Conditions;

“Order” means the Company's order for the Goods as set out in the Company's purchase order form attached which shall be subject to these Conditions;

“Price” means the price of the Goods;

“Seller” means the person so described in the Order;

“Specification” includes any plans, drawings, data or other information relating to the Goods; and

“Writing” includes fax, email and comparable means of communication.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

2. Conditions

2.1 These conditions apply to every purchase by this Company except only insofar as they may be excluded or varied by special written conditions agreed between the Seller and the Company and signed on behalf of the Company by a director of the Company. Except as aforesaid, no other person has authority on behalf of the

Company to vary these general conditions. Unless specially agreed as aforesaid any term or condition which in any way varies or purports to vary these general conditions which may be made orally or may appear in any letter or document emanating from the Seller or the Company is not (but only to the extent of such variation) to have contractual effect or (to the extent aforesaid) to be incorporated either wholly or in part in this Contract. Every offer made by the Company and every acceptance by the Company of an offer made by the Seller and every contract of purchase made by the Company is made solely upon the foregoing and the following conditions. Every contract of purchase made by a duly authorised agent of the Company shall be deemed to incorporate these Conditions. The Company will not be bound by any order unless it is placed on the Company's official order documentation and it shall be entitled to cancel any order which is not accepted by the Seller within seven (7) days from the date of the order documentation.

3. Basis of Purchase

- 3.1 The Order and any Specification constitutes an offer by the Company to purchase the Goods from the Seller in accordance with such offer. The Contract shall be formed upon unconditional acceptance by the Seller of the Company's Order, any Specification and these Conditions. The Contract shall constitute the entire agreement between the parties to the exclusion of any other terms and conditions or any other agreement, arrangement or understanding which is made or purported to be made between the Seller and the Company, whether written or oral, relating to its subject matter.
- 3.2 The Order will lapse unless unconditionally accepted by the Seller in Writing within seven (7) days of its date.
- 3.3 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Company and the Seller.
- 3.4 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in the Contract.

4. Specifications

- 4.1 The quantity, quality and description of the Goods shall be as provided in this Contract.
- 4.2 Any Specification supplied by the Company to the Seller, or specifically produced by the Seller for the Company, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Company. The Seller shall not disclose to any third party or use any such Specification, the details of an Order or the terms of any

Contract except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

- 4.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, labelling, packaging, storage, handling, packing and delivery of the Goods.
- 4.4 The Seller shall not unreasonably refuse any request by the Company to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Company with all facilities reasonably required for inspection and testing. No inspection or test carried out by the Company shall relieve the Seller of its responsibilities under or in relation to the Contract.
- 4.5 If as a result of inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract, and the Company so informs the Seller within a reasonable period of time from inspection or testing, the Seller shall immediately take such steps as are necessary to ensure compliance.
- 4.6 The Goods shall be marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
- 4.7 The Seller shall maintain in force, with a reputable insurance company insurances sufficient to cover the Seller's potential liability under the Contract and for a period of not less than six years thereafter, and shall, on the Company's request, produce both the insurance certificate(s) giving details of cover and the receipt for the current year's premium.

5. Price of the Goods

- 5.1 The Price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable value added tax (which shall be payable by the Company subject to receipt of a VAT invoice) and inclusive of all charges for packaging, packing, shipping, carriage insurance and delivery of the Goods to the Delivery Address and any duties, imposts, levies other than value added tax.
- 5.2 No increase in the price of the Goods may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in Writing.
- 5.3 The Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller whether or not shown on its own terms and conditions of sale.

- 5.4 In the event that the Company shall be owed any monies under any other contract or arrangement entered into between the Company and the Seller, the Company shall be entitled to set off the Price of the Goods or any part thereof in diminution of the sums due from the Seller to the Company.

6. Terms of Payment

- 6.1 The Seller shall be entitled to invoice the Company on or at any time after delivery of the Goods and each invoice shall quote the number of the Order.
- 6.2 Unless otherwise stated in the Order, the Company shall pay the Price of the Goods within ninety five (95) days after the end of the month of receipt by the Company of a proper invoice or, if later, after acceptance of the Goods in question by the Company provided always that the period for payment of the Price may be varied by express written agreement between the Company and the Seller.

7. Delivery

- 7.1 The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order. Delivery of the Goods shall always be during the Company's usual business hours. Where the date of delivery of the Goods is to be specified after the placing of the Order, the Seller shall give the Company reasonable notice of the date of delivery which shall be a date acceptable to the Company. The time of delivery of the Goods is of the essence of the Contract.
- 7.2 In the case of any delivery (including the delivery of any instalment in the case of a Contract for delivery by instalments) not being made on the due date(s) for any reason whatsoever the Company may at its option treat the Contract as cancelled and in the event the same shall be regarded for all purposes as having been repudiated by the Seller either in respect of the whole Contract or in respect of the overdue delivery only as the Company may elect in which latter event the Contract shall remain in full force in respect of the deliveries not yet due. In the event of the whole Contract being repudiated by the Seller as aforesaid the Company shall be entitled at its option to the return of such purchase price as may have been paid in respect of delivery of instalments of goods or otherwise in addition to and without prejudice to any claim or damages for breach of contract or warranty, but in such event the Seller shall be entitled to the return of the Goods delivered on repayment of the price thereof plus storage and carriage charges.
- 7.3 In the case of the Company failing to take delivery for reason(s) other than those mentioned in Clause 7.1, failure on the part of the Company to take delivery of any instalment shall not avoid the Contract as to other deliveries, nor shall it entitle the Seller to take any action against the Company except in respect of a claim that the Company wrongfully failed to accept the Goods.
- 7.4 The Seller recognises that the Company requires the Goods for resale at a profit and that if the Seller makes default of any kind under the Contract the consequences

may be that the Company will become liable to be sued by its purchaser or purchasers.

8. Right of Rejection

- 8.1 The fact that the Company may have sold or agreed to sell the Goods or part thereof or that the Goods or part thereof may have been delivered direct to a purchaser from the Company, shall not mean that the Company's remedies are limited to those set out Section 53(1) of the Sale of the Goods Act 1893 (as amended by Section 21 the Sale of Goods and Supply of Services Act 1980) or otherwise and the Company shall not lose its right of rejection unless and until its servants or agents shall have had a reasonable opportunity of examining the Goods. Reasonable opportunity shall in no case be deemed to be less than seven (7) days from delivery. The Company reserves the right to refuse acceptance of Goods which are supplied in excess of the Company's requirements as stated in the Order and the Company accepts no liability for such Goods. Such excess goods may be returned at the Seller's risk and expense.

9. Force Majeure

- 9.1 The Company may at any time in the event of war or a declaration of a state of national emergency or a general strike or a strike of shipping, railway or other transport or a lockout in any such industries or in the event of the passing of new laws or regulations or the issuing of restrictions or amendments to existing regulations the effect of which is to restrict or to render impossible or impracticable or more difficult directly or indirectly the import or export or sale of goods of a nature the same or similar to the Goods the subject matter of the Contract or which restrict or further restrict the permissible price thereof, or in the event of more than ten per cent (10%) alteration in the international value of the currency in which the purchase price is to be paid in relation to the U.S. Dollar, at its option cancel the Contract to the extent that the Goods shall not already have been physically delivered to and accepted by the Company.

10. Risk and Title

- 10.1 The Goods shall at all times be at the sole risk of the Seller until completed delivery to and acceptance by the Company and the Goods shall not be deemed to have been delivered until actually received by the Company or its sub-purchaser at the Company's place of business or at such other place as it may direct. Title to the Goods shall pass to the Company on delivery or, if earlier, on payment for the Goods to the Seller (without prejudice to any right of rejection by the Company).

11. Warranties and Liability

- 11.1 The Seller warrants and represents to the Company that the Goods:

11.1.1 will correspond with their description and any applicable Specification;

11.1.2 will be of satisfactory quality (within the meaning of the Sale of Goods and Supply of Services Act 1980, as amended) and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;

11.1.3 will be free from defects in design, material and workmanship and shall remain so for a period of 12 months after delivery;

11.1.4 will correspond with any relevant Specification or sample; and

11.1.5 will comply with all statutory requirements and regulations relating to the sale of the Goods.

11.2 The Seller shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with:

11.2.1 breach of any warranty given by the Seller in relation to the Goods;

11.2.2 any claim that the Goods infringe, or their importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Company;

11.2.3 any liability under the Consumer Protection Act 2007 in respect of the Goods;

11.2.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods;

11.2.5 any breach of any of the provisions under Clause 14.

12. Remedies

12.1 Without prejudice to any other remedy if the Goods are not in accordance with the Contract in any way including but not limited to where Goods are defective or not supplied or not delivered by the delivery date set out in the Order the Company shall be entitled to any one or more of the following remedies, whether or not it has accepted the Goods:

12.1.1 to terminate the Contract with immediate effect;

12.1.2 to reject the Goods (in whole or in part) and to return them to the Seller at the Seller's own risk and expense;

12.1.3 to require the Seller to repair or replace the rejected Goods, or to provide a full refund of the Price of the rejected Goods (if paid);

12.1.4 to refuse to accept any subsequent delivery of the Goods (in full or by way of instalment) which the Seller attempts to make;

12.1.5 to recover from the Seller any costs incurred by the Company in obtaining substitute goods and/or substitute services from a third party;

12.1.6 to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Seller's failure to carry out any of its obligations, including a failure to meet any agreed dates, under the Contract;

12.1.7 unless agreed in writing by the Company and the Seller, if the Goods are not delivered on the due date the Company shall be entitled to deduct from the Price or (if the Company has paid the Price) to claim from the Seller by way of liquidated damage for delay one percent of the Price for every week's delay, up to a maximum or ten per cent of the Price.

13. Termination

13.1 The Company shall be entitled to cancel the Order, in respect of all or part only of the Goods, by giving notice to the Seller at any time prior to delivery or performance whereupon the Seller shall discontinue all work on the Order and the Company shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

13.2 The Company shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

13.2.1 the Seller breaches any provision under Clause 14;

13.2.2 the Seller makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (other than for the purpose of amalgamation or reconstruction);

13.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller;

13.2.4 the Seller ceases, or threatens to cease, to carry on business; and/or

13.2.5 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

14. Anti-Bribery

14.1 The Seller, (which for the purposes of this clause 14 shall include all of the Seller's employees, agents, representatives, affiliates and any person employed by or acting on behalf of the Seller) agrees with the Company that it will not, in connection with the Goods to be supplied under this Contract or in respect of any other agreement or understanding between the Company and the Seller, bribe, or attempt to bribe

(which shall include without limitation, any offer of any form of payment, gift or other form of inducement, reward or advantage charitable donations, facilitation payments, and/or political contributions (whether of money or anything of value)) the Company or any of the Company's employees, agents, representatives, affiliates or persons employed by or acting on behalf of the Company, any customers, potential customers, public or government officials or employees, public international organisations, political parties, or private individuals or other entities ("**Relevant Party**").

- 14.2 The Seller represents and warrants to the Company that it has not, prior to the date of this Contract, bribed or attempted to bribe any Relevant Party in order to secure and/or retain any business with the Company whether in connection with this Contract or otherwise.
- 14.3 The Seller acknowledges and agrees that it is familiar with and will abide by the anti-bribery and anti-money laundering laws in all the countries in which it is incorporated or established and in which it does business.
- 14.4 The Seller agrees that it will not take or knowingly permit any action to be taken that would cause the Company to be in violation of any applicable anti-bribery or anti-money laundering laws.
- 14.5 The Seller agrees that its books, records and all accounts shall accurately reflect any and all transactions with the Company whether under this Contract or otherwise, and the Company (and the Company's authorised representatives) shall have the right to inspect, audit and to take copies of the Seller's books, records and accounts at any time on prior written notice.
- 14.6 If the Seller discovers that it has or may have violated any of the provisions in this clause 14, the Seller shall immediately notify the Company and cooperate with any investigations by the Company into such matters.
- 14.7 Without prejudice to the generality of clauses 14.1 to 14.6 inclusive, the Seller covenants with the Company to establish and at all times maintain and implement such anti-bribery policies and procedures as may be required to ensure that it prevents bribery or attempted bribery taking place on the Seller's behalf.

15. General

- 15.1 The Company is a member of the group of companies and accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.
- 15.2 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

- 15.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 15.4 No waiver by the Company of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not. Failure or delay by the Company in enforcing any provision of any Contract shall not be construed as a waiver of any of its rights under the Contract.
- 15.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

16. Governing Law and Disputes

- 16.1 The Contract shall be governed by and construed in accordance with the laws of Ireland and subject as hereinafter provided the Irish Courts shall have exclusive jurisdiction to decide any differences or disputes or other points in issue arising out of or in connection with the Contract between the Company and the Seller.
- 16.2 The Seller undertakes to perform the Contract in accordance with these conditions and shall not be excused from performance of the Contract by reason of any plea or of frustration or impossibility of performance or change of circumstances or the introduction or passing of any new or amended laws or regulations.
- 16.3 All differences and disputes arising between the Company and the Seller under or in respect of or out or in connection with this Contract shall at the option of the Company but not otherwise be referred to Arbitration in Ireland by an Irish Arbitrator to be agreed between the parties or in default of agreement (within 7 days after notice being given by the Company to the Seller requiring the Seller agree to the appointment of a particular Arbitrator) to be appointed by the President of the Incorporated Law Society of Ireland in accordance with the Arbitration Act 2010 or any statutory variation modification or re-enactment thereof for the time being in force. If the Company exercises its option aforesaid an award of the Arbitration shall be a condition precedent to any liability of the Company to the Seller.