

All orders are accepted by SK Interfaces Ltd. (SKI) subject to the Conditions of Sale and Servicing set out below:

**General**

All orders are accepted by SKI on these conditions of sale and servicing which supersede any other terms appearing in this or any previous catalogue or elsewhere, and, unless otherwise specifically agreed in writing on Company documentation by a Director of the Company, these conditions override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order or during any negotiations or any course of dealing established between the Company and the Customer, and constitute the entire understanding between the Company and the Customer for the servicing or sale or repair of Products.

All descriptions and illustrations contained in promotional material, websites or any price list or otherwise communicated to the Customer are intended merely to present a general idea of the Products, and nothing contained in any of them shall form any part of the contract between the Company and the Customer.

**Interpretation**

A. In these terms and conditions:

- (i) "the Company" means SK Interfaces Ltd;
- (ii) "the Customer" means the person, firm or company with whom a contract for the sale of supply of the Products is concluded;
- (iii) "Contract" means a contract for the supply of Products and/or services made between the Company and the Customer;
- (iv) "the Products" means the goods or services supplied or to be supplied to the Customer by the Company;
- (v) "the Account" means open credit account. It excludes transactions on specially designated account numbers used for cash, credit cards or purchasing cards. It similarly excludes transactions "facility accounts" used for once-off transactions or transactions pending credit checking.

B. Headings in these terms and conditions are for ease of reference only and shall not affect in any way the interpretation of the provisions hereof.

**Prices**

Prices shown in promotional material and price lists are in Euro and exclude Value Added Tax. Value Added Tax will be charged at the applicable rate at the date of despatch. Whilst every endeavour will be made to maintain the prices quoted, the Company reserves the right to effect changes without prior notice.

Prices will normally be held firm on suspended orders and backorders, although the Company reserves the right to effect changes without prior notice at any time before despatch.

In the case of suspended Products, the price charged shall be the current price of the replacement product.

Prices quoted verbally are not binding.

**Ordering**

The Company executes orders to the Customer's exact requirements, and does not substitute one Product for another unless instructed to do so, or unless the Product has been superseded. To the extent that orders cannot be met completely ex-stock, any balances of such orders may be cancelled at the Company's discretion. In such circumstances, any payments made in advance will be returned.

All tenders and quotations (including but without limitation, the Catalogue) issued by the Company shall be treated as invitations to treat. Prices specified on tenders or quotations shall not remain open for more than 30 days from the date thereof, unless otherwise expressly stated therein. A tender or quotation may be withdrawn by the Company at any time before acceptance by the Company of any order placed with the Company.

The Company reserves the right to decline to trade with any business entity or person. In addition, and notwithstanding any other provisions in these terms of sale and servicing, the Company may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer within a reasonable period of receiving the order. In the event that the Company declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded. Despatch of goods is deemed to be confirmation of order acceptance.

**Delivery**

Delivery will normally only be made to the Customer's usual business address as notified to the Company. In the absence of any express or implied instructions from the Customer, the Products shall be deemed to have been delivered to the Customer when delivered to the Customer, to the agent of or any person nominated by the Customer, to the carrier, or when placed at the disposal of the Customer.

The Company shall use all reasonable endeavours to effect delivery on or before any promised delivery dates or within any delivery periods agreed but will not be liable (for consequential loss or otherwise) for any delay in delivery. If no dates or periods are specified, delivery shall be made when the Products are ready and the Company gives no undertaking as to when the Products will be ready. Where the Products are to be delivered by instalments over a period, the instalments will be reasonably apportioned at the Company's sole option over such period taking into account so far as is reasonably practicable delivery dates requested by the Customer. In any event the Company may at its option elect to effect partial delivery of any products unless otherwise agreed to the contrary.

Where delivery by instalments is agreed, each instalment shall constitute a separate agreement, the terms of which shall be the same as those, mutatis mutandis, of the

agreement so that any failure or defect in any one or more instalments delivered shall not entitle the Customer to repudiate the agreement nor to cancel any subsequent instalments.

Where Products are ready for delivery to the Customer and the Customer fails to take delivery of such Products in the manner and at the date agreed or, if no such date is specified, fails to take delivery within seven days of their becoming ready or, where the terms agreed so require, fails to nominate a carrier for the purposes of the delivery of the Products, then the Company may at its sole option and without prejudice to any of its other rights or remedies effect delivery of the Products by whatever means it thinks most appropriate, which will be at the Customer's risk and expense.

**Inspection, Transit Delays and Non-delivery**

The Customer must inspect the Products as soon as is reasonably practicable after delivery and shall within 10 days of delivery give notice to the Company in detail of any defect in the Products or of any other complaint which the Customer may have in relation to the Products. If the Customer fails to give such notice, the Products shall be conclusively presumed to be in all respects in accordance with the contract and free from any defect which would be apparent on reasonable examination, and the customer shall be deemed to have accepted the Products accordingly. In the event that the customer establishes to the company's reasonable satisfaction that the Products are not in accordance with the contract or are defective, the Customer's sole remedy in respect of such non-accordance or defects shall be limited, as the Company may elect, to the replacement of the Products or refund of the purchase price or, where sums are owed by the Customer to the Company, the issue of a credit note against return of the Products.

Queries regarding shortages of Products must be made within 10 days of the despatch date and must be accompanied by the delivery note. Queries regarding Products invoiced but not delivered must be made within 10 days of invoice date and the invoice number must be quoted. The Customer is advised to contact the Company if neither the Products nor an invoice in respect of the Products are received within 7 days of the promised despatch date.

In no circumstances shall the Company be liable to compensate the Customer in damages or otherwise for non-delivery or late delivery of the Products or any of them for whatever reason or for any loss consequential or otherwise arising from non-delivery or late delivery.

**Passing of Risk and Property**

Risk of loss or damage to the Products shall pass to the Customer at the time of delivery. The property in the Products shall not pass to the Customer until all sums due or owing to the Company by the Customer on any account have been paid and, until payment, the following provisions of this paragraph shall apply. Except where full payment has been made, the whole of the price shall not be treated as paid until any cheque or other instrument of payment given by the Customer has been met on presentation or otherwise honoured in accordance with its terms. If the Customer defaults in the punctual payment of any sum owing to the Company, then the Company shall be entitled to the immediate return of all Products sold by the Company to the Customer in which the property has not passed to the Customer, and the Customer hereby irrevocably authorises the Company and its employees and agents to recover the Products and to enter any premises of the Customer for that purpose. Demand of or recovery of the Products by the Company shall not of itself discharge either the Customer's liability to pay the whole of the price and take delivery of the Products or the Company's right to sue for the whole of the price.

**Warranty**

The Company warrants that it will, at its option, replace Products supplied by the Company in which under proper use defects appear, or repair the same, or refund the purchase price thereof, subject to the claim being made in writing to the Company within 12 months after despatch, or such other period as may be indicated by the Company for specific Products from time to time, provided that Products or parts to which the claim relevant, in accordance with any particular instructions which the Company may have notified to the Customer at the time of supply. Returned products or parts must be accompanied by an advice note stating the original invoice number in respect of the Products and the nature of any claimed defect, together with such further information as the Company may at the time of supply have stipulated. Any Products or parts which are replaced by the Company shall become the property of the Company. This warranty shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the Products except any implied by law which by law cannot be excluded. In this regard, the Customer warrants that all purchases will be made only for business or trade purposes, as the Company does not address private use or the consumer market.

**Product and Availability Information**

Unless otherwise stated, electrical ratings represent safe working limits. Dimensions and other physical characteristics are subject to normal commercial tolerances. The Customer shall be responsible for ensuring the fitness of the Products for the Customer's application. The Company reserves the right without prior notice to discontinue any Products or to make design changes as part of its continuous programme of product improvement, or to assist product availability. The Company recommends that the Customer verify dimensions and other published data, together with future availability, before incorporating Products into designs or for other critical purposes.

The Company's Technical Team will be pleased to advise the Customer in these or any matters relating to the use of the Products.

Where the Customer intends to supply the Product to any other person; the Customer shall ensure that all warnings, labels, instructions, manuals and other information in respect of the Products or their use which are supplied with the Products are not lost or damaged in any way whilst the Products are in the Customer's possession or under the Customer's control and that they are supplied with the Products when the Customer releases them from the Customer's possession or control.

**Liability**

The Company shall not be under any liability for damage, loss or expense resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to the Company's negligence or that of its employees, agents or sub-contractors. These conditions set out the Company's entire liability in respect of the Products and the Company's liability under these conditions shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities expressed or implied statutory or otherwise in respect of the quality or the fitness for any particular purpose of the Products or otherwise howsoever except any implied by law which by law cannot be excluded. Save as provided in these conditions and except as aforesaid the Company shall not be under any liability whether in contract tort or otherwise, in respect of defects in the Products or failure to correspond to specification or sample or for any injury, damage or loss resulting from such defects or failure.

In no event shall any breach of contract on the part of the Company or tort (including negligence) or failure of any kind on the part of the Company or that of its employees, agents or sub-contractors, give rise to any liability for loss of revenue or any consequential or indirect loss or damage arising from any cause whatsoever.

The Company's liability (if any) whether in contract, tort or otherwise in respect of any defect in the Products or of any duty owed to the Customer in connection herewith shall be further limited in the aggregate to €635,000.

**Payment**

1. Payment must be made without any set-off, deduction or counterclaim.
2. Payment against Account transactions are due 30 days after the products are despatched.
3. Interest will be applied at 1% per calendar month on all unpaid invoices that exceed the maximum credit period.
4. Unless otherwise agreed in advance, payment should be made by Euro telegraphic transfer. All charges associated with any payment method shall be at the expense of the Customer..

**Returns and Handling Charge**

No returns, except for work under the Company's repair or recalibration facility or when claiming for replacement under warranty, are permitted without the Company's prior consent having been obtained. A Returns Enquiry Form is available upon request from the Company. This should be completed and returned to the Company for consideration. If the Company consents to the request, this enquiry form will be returned to the Customer giving details or handling charges to be applied. The Customer must sign this form and return it with the Products concerned to the Company at the address shown below using a registered delivery method. Products must be returned to the Company in an unused condition and in their original packaging within 30 days of invoice date stating relevant invoice number in order for the Customer to be eligible for any refund. Products should not be retained for handling to the Company's local representative.

If Product packaging is unopened a 10% handling charge will apply. A higher rate may be levied for Products returned outside this period or in any opened but unused condition. Products accepted for return will be credited at invoice value and the appropriate handling charge applied.

**Order Cancellations**

Cancellations or part cancellations of an order by the Customer can only be accepted after prior negotiation and agreement to terms which will indemnify the Company against any expense incurred. In the event of part cancellation the Company reserves the right to invoice for any difference in selling price applicable to the quantity despatched up to the time of cancellation.

**Additional Conditions regarding return of Products to the Company**

All products are returned at the Customer's risk and the Company accepts no responsibility for any loss or damage thereto, or to items added to the Products by the Customer and sent with the Products to the Company. Products to be returned to the Company for any reason, including repair or recalibration, should be adequately packed and despatched freight prepaid, clearly labelled to:

**SK Interfaces Ltd.**

**Unit 11, Keypoint Business Park,  
42 Rosemount Park Drive,  
Ballycoolin Road,  
Dublin 11, Ireland**

**Copyrights and Patents**

Products offered for sale are subject to any patent, trade mark, registered design, copyright and topography right.

All know-how, information, designs, samples or drawings relating to the Products (other than any information, designs or drawings submitted by the customer) is and shall remain the property of the Company and the Customer shall not copy or disclose any such know-how information, design or drawing without the prior written consent of the Company.

**Servicing, Repair, Calibration, Software Updates and Eprom Programming**

Please note that any servicing, repair, calibration, re-calibration, eprom programming or software updates will be carried out in accordance with the Company's standard conditions for such services.

**Termination**

Notwithstanding any other provisions of these terms and conditions, if the Customer shall be in breach of any provision hereof or of any provision of the contract or shall be adjudicated bankrupt or have a receiving order made against him or, if a company, shall have a receiver or administrator

**Compliance with Laws and Restrictions on Sales of the Products**

The Customer shall observe all laws, regulations and requirements imposed in relation to the Products and the sale, labelling and storage thereof and shall indemnify the Company against all actions, claims, costs, demands and expenses incurred or suffered by the Company arising as a result of the non-compliance by the Customer of its obligations under this Clause.

**Notices**

Any notice (which may be made by letter or facsimile) to be given by one party to another shall be deemed to have been delivered when despatched (in the case of any communication made by letter), when left at the address of that party as notified to the other party by that party, or if no address has been so notified, when left at the address of the last known place of business of the party to whom it is delivered.

**Benefit of Contract**

Each Contract shall be binding upon and endure to the benefit of each party thereto and its successors and assigns. Provided however that neither party shall assign or transfer any of its rights or obligations under any Contract without the prior written consent of the other.

**Survival of Provisions**

If at any time any provision of any Contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions thereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

**Remedies and Waivers**

No failure or delay by the Company in exercising any right, power or privilege under any contract shall impair such right, power or privilege or be construed as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in such contract are cumulative and not exclusive of any rights and remedies provided by law.

**Force Majeure**

If the Company is hindered or prevented from performing any contract owing to any cause beyond the reasonable control of the Company or by its inability to procure services, materials or articles required for the performance of the contract except at enhanced prices, the Company may at its sole option delay the performance of, or cancel the whole or any part of the contract, and the Company shall not be held responsible for such delay or cancellation or any inability to deliver and if the Contract shall be so cancelled as to part only the Customer shall pay for the Products delivered at the pro rata price set out in the Contract.

**Governing Law**

All contracts between the Company and the Customer shall be governed by and interpreted in accordance with the laws of the Republic of Ireland. By entering into a contract the Customer hereby irrevocably submits to the non-exclusive jurisdiction of the High Court of the Republic of Ireland and

**Acceptance**

The placing of an Order for Products or services shall be deemed to be accepted by the purchaser or Customer of the Company's Terms and Conditions of Sale and Servicing detailed herein.