

HUMANATIV LIMITED TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS 2024

1 INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day (other than a Saturday, Sunday or public holiday when banks in Belfast are open for business).

Buyer: the person, firm or company who purchases the Goods from the Company.

Company: Humanativ Limited (company number 697264) whose registered office is situated at, Coolnanave Industrial Estate, Dublin Road, Mitchelstown, Cork, P67 X660, Ireland.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.4.

Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

Contract Price: the value of the Goods as agreed between the Company and the Buyer.

Delivery Point: the place where delivery of the Goods is to take place under clause **Error! Reference source not found.**

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order, together with the Materials.

Intellectual Property: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Materials: all documents, information and materials provided by the Company relating to the Goods.

Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order, or the Buyer's acceptance of the Company's quotation, as the case may be.

Specification: means the specification for the Goods appended at Appendix 1 of these Conditions or, if no specification is appended to these Conditions, such specification for the Goods as is set out the relevant Contract.

1.2 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.3 Words in the singular include the plural and vice versa. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 a **party** includes its personal representatives, successors and permitted assigns.

2 BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 14 Business Days from the day on which it is given by the Company, unless otherwise agreed in writing by the Company.

2.5 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

3 DESCRIPTION

3.1 The Goods are described in the Specification.

3.2 The Company reserves the right to amend the description if required by any applicable statutory or regulatory requirement, and the Company shall notify the Buyer in any such event.

3.3 All samples, drawings, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and shall not form part of the Contract nor have any contractual force.

4 DELIVERY

4.1 Goods shall be delivered to the address specified in the Contract (or such other address as may be agreed in writing by the Parties).

4.2 Delivery of the Goods shall be deemed to be completed when the Goods have been delivered in accordance with the Incoterm specified in the Contract.

4.3 Any dates quoted for delivery are approximate only and time for delivery shall not be made of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 If the Company fails to deliver the Goods, its liability shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata contract rate against the invoice raised for such Goods.

4.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract:

4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Buyer that the Goods were ready; and

4.5.2 the Company shall store the Goods until actual delivery takes place and charge the Buyer for all related costs and expenses (including insurance).

4.6 The Company may deliver the Goods by separate instalments. Each separate instalment shall be subject to a separate Contract and shall be invoiced and paid for in accordance with the provisions of the Contract.

4.7 No cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

4.8 If the Company delivers up to and including 10% more or less than the quantity of Goods ordered the Buyer may not reject them, but on receipt of notice from the Buyer that the wrong quantity of Goods was delivered, the Company shall make a pro rata adjustment to the invoice for the Goods.

5 RISK & TITLE

5.1 The risk in the Goods shall pass to the Buyer in accordance with the Incoterm specified in the Contract.

5.2 Title to the Goods shall not pass to the Buyer until the earlier of:

5.2.1 the Company receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

5.2.2 the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in Clause 5.4.

5.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

5.3.1 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;

5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

5.3.4 notify the Company immediately if it becomes subject to any of the events listed at clause 10.1.2; and

5.3.5 give the Company such information as the Company may reasonably require from time to time relating to the Goods;

5.4 Subject to Clause 5.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Buyer resells the Goods before that time:

5.4.1 it does so as principal and not as the Company's agent; and

5.4.2 title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.

5.5 At any time before the title to the Goods passes to the Buyer, the Company may require the Buyer to deliver up all Goods in its possession and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

6 PRICE

6.1 Unless otherwise agreed by the Company, the Contract Price shall be the price set out in the Company's quotation and is given on the basis of the Incoterm stated.

6.2 The Contract Price excludes amounts in respect of value added tax (VAT).

7 PAYMENT

7.1 The Company shall be entitled to invoice the Buyer for the Goods on or at any time after the despatch of the Goods.

7.2 The Buyer shall pay each invoice in full and in cleared funds, in the currency specified in the invoice, to the bank account nominated in writing by the Company, within 30 days of receipt by the Buyer of the Company's invoice. Time for payment shall be of the essence.

7.3 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.4 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from

the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 5% a year above the Secured Overnight Financing Rate (Rate) from time to time, but at 5% a year for any period when that Rate is below 0%.

8 QUALITY

8.1 The Company warrants that on delivery, the Goods shall:

8.1.1 conform in all material respects with their description and any applicable Specification;

8.1.2 be free from material defects in design, material and workmanship; and

8.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

8.2 Subject to Clause 8.3, if:

8.2.1 the Buyer gives notice in writing to the Company within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 8.1;

8.2.2 the Company is given a reasonable opportunity of examining such Goods; and

8.2.3 the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost,

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

8.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in Clause 8.1, if:

8.3.1 the Buyer makes any further use of such Goods after giving notice in accordance with Clause 8.2.1;

8.3.2 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

- 8.3.3 the defect arises as a result of the Company following any specification supplied by the Buyer;
- 8.3.4 the Buyer alters or repairs such Goods without the written consent of the Company;
- 8.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage conditions; or
- 8.3.6 the Goods differ from their description and any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.4 Except as provided in this Clause 8, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in Clause 8.1.

8.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

9 LIMITATION OF LIABILITY

9.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- 9.1.1 death or personal injury resulting from our negligence; or
- 9.1.2 fraud or fraudulent misrepresentation.

9.2 Subject to Clause **Error! Reference source not found.** the Company is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement for any:

- 9.2.1 loss of profit;
- 9.2.2 loss of revenue, sales or business;
- 9.2.3 loss of agreements or contracts;
- 9.2.4 loss of anticipated savings; and/or
- 9.2.5 loss of or damage to goodwill,

in each case whether direct or indirect, or for any indirect, special or consequential loss or damage, howsoever arising.

9.3 Subject to clauses 9.1 and 9.2, the Company's maximum aggregate liability under or in connection with this Contract whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to 150% of the sums paid or payable by the Buyer (had the Contract not been breached) under the Order to which the claim relates.

9.4 This clause 9 shall survive termination of this Contract.

10 TERMINATION

10.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Buyer if:

10.1.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so; or

10.1.2 the Buyer becomes unable to pay its debts as defined by section 103 of the Insolvency (Northern Ireland) Order 1989, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or is unable to pay its debts as they fall due.

10.2 On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10.4 Any provision in the Contract which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11 INTELLECTUAL PROPERTY

11.1 The Buyer agrees and acknowledges that the Company reserves all rights of ownership in relation to the Intellectual Property of the Goods

supplied by the Company and ownership of any and all Intellectual Property shall not pass to the Buyer by virtue of the sale of any Goods to the Buyer.

11.2 The Buyer shall not use any or all of the Intellectual Property of the Company and shall not permit a third party to do so.

11.3 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Company 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 the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This clause 11.3 shall survive termination of the Contract.

12 **FORCE MAJEURE**

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly.

13 **COMMUNICATIONS**

13.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be sent to the relevant party at the address set out in the Contract or at such other address as the relevant party may notify to the other party for the purpose of service of notices.

13.2 Notice may be given, and shall be deemed received as follows:

13.2.1 by hand: on receipt of a signature at the time of delivery;

13.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

13.2.3 by Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and

13.2.4 by email (provided confirmation is sent by first class post): at 9.00am on the First Business Day after sending.

14 **GENERAL**

14.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

14.2 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

14.3 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

14.4 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5 A waiver by the Company of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

14.6 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.7 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) shall be governed by and construed in accordance with the laws of Northern Ireland.

14.8 Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Appendix 1

Specification