

## 1. General

The whole of the Agreement between AP Ryan Engineering Ltd ("the Company"), registered at Tibohine, Castlerea, Co Roscommon, VAT No: 9710577U and the Applicant referred to this agreement ("Customer") are those set out in these Terms and Conditions as amended from time to time and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counter-offer. By receiving delivery and/or supply of all or a portion of the products of materials (that may or may not be supplied by the Customer) and/or parts and/or labour and/or services and/or computer software programs supplied by under these Terms ("Goods"), the Customer shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others.

## 2. Credit Terms

2.1. Payment is due in full on the date of invoice or the date the customer accepts or is deemed to accept delivery unless otherwise stated in writing by. If payment is not received by the due date, AP Ryan Engineering Ltd has a full right to withhold the dispatch and/or supply of the Goods and/or Services.

2.2. AP Ryan Engineering Ltd express or implied approval for extending credit facility to the Customer as contemplated by Clause 2.1 may be revoked or withdrawn by at any time.

2.3. The Customer is not entitled to any set off of credit notes or any other form of AP Ryan Engineering Ltd alleged indebtedness to the Customer against amounts due to the Company pursuant to these Terms.

2.4. AP Ryan Engineering Ltd is entitled to set off amounts owed to the Company by the Customer against any money owing to the Customer on any account whatsoever.

2.5. The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a solicitor/own client basis) incurred by AP Ryan Engineering Ltd for enforcement of obligations and recovery of monies due from the Customer to AP Ryan Engineering Ltd.

2.6. Any payments received from the Customer on overdue accounts will be applied first to satisfy costs/interests which may have been incurred, and then to principal.

## 3. Quotations and Pricing

3.1. A quotation by AP Ryan Engineering Ltd shall not constitute an offer. Quotations will remain valid for thirty days (30) from the date of the quotation.

3.2. Oral quotations will be subject to the price prescribed on the invoice or other contractual documents.

3.3. The price for the Goods excludes: any statutory charge, tax including any Goods and Services Tax within the meaning of the Rep. of Ireland tax system, duty or impost levied in respect of the Goods and which has not been allowed for by AP Ryan Engineering Ltd in calculating the price. The cost of freight, delivery, transportation, packaging, shipping, clearance fees and other cost, charge and expense incurred by AP Ryan Engineering Ltd in the course of supplying and delivering the Goods to the Customer.

3.4. Subject to Clause 3, if AP Ryan Engineering Ltd has not specified the price to be charged to the Customer at the time that the Customer places its order, the price charged to the Customer shall be the price ruling as at the date of delivery. The Customer acknowledges that AP Ryan Engineering Ltd prices are subject to alteration from time to time.

## 4. Delivery and Supply

4.1. Any times quoted for delivery and/or supply are estimates only and the Company shall not be liable for failure to deliver/supply or for delay in delivery/supply. The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery/supply or despatch.

4.2. The Company may refuse to supply any order by the Customer for Goods in its absolute discretion and may make acceptance of an order from the Customer conditional upon it receiving a satisfactory credit assessment.

4.3. If the Customer directs that delivery of the Goods be staggered over different times or to different addresses from those specified in the Order form, then the Customer: -shall be liable for any Additional Cost, Charge and Expense Incurred by with the Customer's direction; and shall pay for the whole of the invoiced value of the services pursuant to Clause 5 notwithstanding the staggered deliveries or that the Customer may not receive the Goods.

4.4. The Customer is deemed to accept delivery of the Goods where it is either delivered to the Customer's premises or when AP Ryan Engineering Ltd notifies the Customer that the Goods are available for collection.

4.5. The risk of damage, loss or deterioration of any Goods will pass to the Customer upon delivery or upon deemed delivery where the Company has notified the Customer that the Goods are available for collection.

4.6. If the Customer is unable or fails to accept delivery of the Goods, the Company may deliver it to a nominated place by the Customer and, failing such nomination, to a place determined by the Company deemed to be appropriate delivery to the Customer. The Customer shall be liable for all cost, charge and expense incurred by the Company on account of storage, detention, double cartage/delivery or similar causes.

4.7. Subject to Clause 4.1, the Customer agrees that he/she will be obliged to and shall pay for the Goods on the due date notwithstanding that delivery is made after the agreed delivery date, and notwithstanding that the Goods may not yet be delivered.

## 5. Payment

5.1. AP Ryan Engineering Ltd shall raise invoices: - in the case where AP Ryan Engineering Ltd sources and purchases Goods for the Customer at the Customer's request, immediately after incurring the obligation to pay for the Goods.

5.2. In the case of purchase consisting of computer software programs, immediately after that program is fully operational.

5.3. In the case of purchase consisting of services and/or labour, immediately after any part of the Goods are provided or delivered to the Customer.

5.4. Notwithstanding Clause 5.1.-5.3., AP Ryan Engineering Ltd right to require the Customer to pay the price determined by the Company at any time prior to the production or delivery of the Goods.

5.5. Customer shall pay for the whole of the invoiced value of services pursuant to Clause 5 staggered deliveries or that the Customer may not have signed a receipt for Customer is deemed to accept delivery of the Goods where it is either delivered to the Customer's premises or notifies the Customer that the Goods are available for collection.

## 6. Property

Until full payment has been made for all Goods, and any other sums in any way outstanding from the Customer to AP Ryan Engineering Ltd from time to time:-

6.1. All sums outstanding become immediately due and payable by the Customer to AP Ryan Engineering Ltd. If a Customer makes default in paying any other sums due to AP Ryan Engineering Ltd becomes bankrupt, or commits any act of bankruptcy, compounds with its creditors, has judgment entered against it in any court or, being a company, has a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed, notwithstanding the provisions of any other clause in these Terms.

6.2. The property in the Goods shall not pass to the Customer and the Customer shall hold the Goods as Bailee for AP Ryan Engineering Ltd (returning the same to the Company on request) the Goods shall nevertheless be at the risk of the Customer from the time specified in Clause 4.5 and the Customer must ensure the Goods from the time of delivery/supply, notwithstanding that the Goods may be in the Company's possession or that delivery of the Goods may be staggered.

6.3. The Customer is only authorised to sell the Goods (or any portion of them) to third parties as the fiduciary agent of AP Ryan Engineering Ltd provided that there shall be no right to bind the Company to any liability to such third party by contract or otherwise. All payments (direct or indirect) received from such third parties by the Customer for the Goods (or any portion of them) shall be held on trust for AP Ryan engineering Ltd pursuant to the fiduciary relationship.

6.4. AP Ryan Engineering Ltd is irrevocably authorised to enter any premises where the Goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Goods.

6.5. In addition to any lien to which AP Ryan Engineering Ltd may, by statute or otherwise, be entitled, the Company shall, in the event of the Customer failing to comply with these Terms, be entitled to a general lien over all property or goods belonging to the Customer in AP Ryan Engineering Ltd possession (although all or some of such property or goods may have been paid) for the unpaid price of any Goods sold or delivered to the Customer under this or any other contract.

## 7. Cancellations and Claims

7.1. No cancellations or partial cancellation of an order by the Customer shall be accepted by AP Ryan Engineering Ltd unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge has been paid which, as determined by AP Ryan Engineering Ltd, will indemnify the Company against all loss, without limitation. Cancellation will not be accepted on goods that are not regular stock which are in the process of manufacture or ready for shipment.

7.2. All complaints, claims or notification of lost Goods, incomplete Goods, Goods damaged in transit or Goods that do not comply with the Customer's purchase order must be submitted by the Customer to AP Ryan Engineering Ltd within seven (7) business days of the date of the invoice rendered for the Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete, damaged in transit or do not comply with the Customer's purchase order.

7.3. Any advice, recommendation, information or assistance provided by AP Ryan Engineering Ltd in relation to the Goods purchased by it for the Customer on the Customer's instruction is given in good faith and is believed by AP Ryan Engineering Ltd to be appropriate and reliable but AP Ryan Engineering Ltd disclaims any liability or responsibility for the suitability of the Goods selected by the Customer and accepts no responsibility for the quality or specifications of the Goods purchased by the Company on behalf of the Customer.

## 8. Materials

The Customer shall be responsible for the purchase and supply of material of its choice to AP Ryan Engineering Ltd. If the Customer requires AP Ryan Engineering Ltd to source material on its behalf then, subject to the express limitation in Clause 7.3, AP Ryan Engineering Ltd shall purchase the material for the Customer, and the Customer shall pay for that material as invoiced by the Company.

## 9. Drawings and Design

The Customer shall be responsible for providing its selected material, final drawings, plans, specifications and design in respect of the proposed Goods. AP Ryan Engineering Ltd accepts no responsibility for the suitability for the end use of the Goods, and further, accepts no responsibility for the accuracy of the Customer's drawings, plans, specifications and design.

## 10. Computer Software Programs from Drawings and Designs

The Customer acknowledges that: AP Ryan Engineering Ltd will rely upon all of the information, dimensions and other relevant criteria in the Customer's drawings, plans, specifications and design when producing Goods. The Customer irrevocably authorises AP Ryan Engineering Ltd to use the Goods consisting of computer software programs for the purpose only of producing the Goods for the Customer in accordance with the Customer's orders from time to time.

**11. Privacy Act 1988 ("Privacy Act")**

To enable AP Ryan Engineering Ltd to assess the Customer's application for Credit, the Customer authorises the Company:-

11.1. To obtain from a credit reporting agency a credit report containing personal information about the Customer and its guarantors pursuant to Section 18K(1)(b) of the Privacy Act; and

11.2. To obtain a report from a credit reporting agency and other information in relation to the Customer's commercial credit activities AND in accordance with the Privacy Act the Customer authorises AP Ryan Engineering Ltd to give to and obtain from any credit provider named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about the Customer's credit arrangements. The Customer understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. The Customer understands the information can be used for the purpose of assessing its application for credit, assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness.

**12. Notification**

The Customer must notify AP Ryan Engineering Ltd in writing within seven (7) working days of:

12.1. Any alteration of the name or ownership, or address of the Customer

12.2. The issue of any legal proceedings against the Customer. The appointment of any provisional liquidator, receiver or administrator to the Customer.

12.3. Any change in the ownership of the business name of the Customer. The Customer agrees that it shall be liable to AP Ryan Engineering Ltd for all Goods supplied to the new owner by AP Ryan Engineering Ltd until notice of any such change is received.

**13. Warranties**

13.1. No warranties except those implied and which cannot be excluded by law are given by AP Ryan Engineering Ltd in respect of Goods or Services supplied. Where it is lawful to do so, the liability of the Company for a breach of a condition or warranty is limited to the repair or replacement of the goods, supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods, the supplying of the services again or the payment of the cost of having the services supplied again, as determined by the Company.

13.2. The Customer acknowledges and warrants that it has relied on its own skill and judgment or, alternatively, on the skill and judgment of tradesmen and professional advisers retained by it to provide advice and assistance on the suitability of the Goods for specific purposes and procedures and, in this respect, shall indemnify AP Ryan Engineering Ltd from and against any suit, claim, demand or compensation which, but for these Terms, the Customer may have had against AP Ryan Engineering Ltd.

13.3. The Customer warrants to AP Ryan Engineering Ltd that it is purchasing Goods as the principal and not as an agent.

**14. Customer's Acknowledgments**

The Customer acknowledges that:

14.1. Plasma cutting technology involves a heat process which can alter the composition of the material selected by the Customer for its intended Goods.

14.2. Thick material cut using plasma technology can result in the cut edge being less than ninety (90) degrees to the surface of the material.

14.3. Metallic material cut using plasma technology have the edges hardened by the cut.

14.4. Stainless steel cut using plasma technology creates dross on the edges of the material and it is the Customer's responsibility to remove the dross from the material.

14.5. Acrylic or similar materials cut using plasma technology can be affected by bloom or frosting.

14.6. AP Ryan Engineering Ltd is not in the business of providing or supplying the material the subject of the Customer's end use or Goods.

**15. Failure to Act**

AP Ryan Engineering Ltd failure to enforce or insist upon the timely performance of any term, condition, covenant or provisions under these Terms or at law, or AP Ryan Engineering Ltd failure to insist upon timely payment of monies when due or to demand payment of any charges or fees which accrue or any or any extension of creditor forbearance under these Terms shall not constitute a waiver of any subsequent default or a waiver of any subsequent default or a waiver of AP Ryan Engineering Ltd right to demand timely payment of future obligations or strict compliance with the Terms.

**16. Mistake**

Any mistake on any quotation, order, invoice, delivery docket or other document issued by AP Ryan Engineering Ltd in relation to the Contract shall not be binding on AP Ryan Engineering Ltd and AP Ryan Engineering Ltd may in its discretion issue such amendment document as is required to rectify such mistake. The Customer shall comply with AP Ryan Engineering Ltd amended document.

**17. Legal Construction**

17.1 These Terms shall be governed by and interpreted according to the laws of Rep. of Ireland and AP Ryan Engineering Ltd and the Customer consent and submit to the jurisdiction of courts of Rep. of Ireland.

17.2. Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.