



**Terms and Conditions of Sale of
TRUE NORTH TECHNOLOGIES LIMITED**

SECTION 1 - INTERPRETATION

1.1 Definitions

In these Conditions:

"Buyer" means the person whose order for the Goods is accepted by the Seller and is ordinarily the end-user.

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Seller and the Buyer.

"Agent" means any agent of the Seller appointed to represent the Seller in a geographical or vertical market sector; or, any person acting on behalf of the Buyer or Seller.

"Reseller" means any company or individual having a Reseller or a Distribution Agreement with the Seller.

"Contract" means the contract for the purchase and sale of the Goods.

"Goods" means the goods (including any installment of the goods or any parts for them), which the Seller is to supply in accordance with these Conditions.

"Seller" means True North Technologies Limited, Unit 14, Shannon Business Centre, Shannon, Co. Clare, Ireland.

"Writing" means includes email, letter, facsimile transmission, telex, cable, and comparable means of communication.

"Payment Service" means any online or electronic payment means such as 'Paypal', 'Stripe' or similar services.

1.2 Headings

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

SECTION 2 - BASIS OF SALE

2.1 Applicability of Conditions

These Conditions shall form part of all Contracts between the Seller and the Buyer and shall prevail over any inconsistent terms or conditions contained in or referred to in any order or correspondence of the Buyer in writing which is accepted by the Seller or elsewhere and all or any

such conditions or stipulations contrary to these Conditions are hereby excluded and extinguished. No variation of these Conditions shall be binding unless accepted by the Seller or the Seller's authorised representative in writing.

2.2 Errors and Omissions

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

SECTION 3 - QUOTATIONS, ORDERS AND SPECIFICATIONS

3.1 Quotations and Offers

Quotations by the Seller shall not constitute offers to the Buyer. An offer will be constituted by an order from the Buyer, (where applicable, on the basis of the Seller's quotation), and a Contract will be created by the Seller's acceptance of the Buyer's order. Each order from the Buyer will constitute the basis of a separate Contract.

3.2 Description

The quantity, quality and description of and any specification for the Goods shall be those set out in the Buyer's order (if accepted by the Seller), subject to such amendment, clarification, addition and deletion as is contained in the Seller's acceptance.

3.3 Role of Agent

The Seller's Agent will facilitate the creation of a Contract as defined in 3.1, and liaise with the Seller in respect of Delivery and Start-up.

SECTION 4 - DELIVERY

4.1 Place of Delivery

Delivery of the Goods shall be made by the Buyer accepting the Goods at the buyers premises; Seller's premises under any any special terms agreed between the Buyer and Seller made at the time of order acceptance; or in special circumstances at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller delivering the Goods to that place. Delivery shall be deemed to have occurred twenty-four hours after notification to the Buyer that the goods are available for collection (or such longer or shorter period as may be agreed) or, in the case of delivery and start-up by the Seller, at the moment when delivery is tendered at the location or carrier specified in the Contract.

4.2 Force Majeure

In the event of an act of God, governmental direction or other authoritative direction or intervention, strikes, lock-outs or other industrial civil or international unrest (whether the same affects the Seller, his suppliers or agents) or any other force majeure of whatsoever nature beyond the control of Seller, the Seller shall not be liable for any delay in delivery, non-delivery, destruction or deterioration of all or any part of the goods or for any other default in the performance of this contract arising there from and the Seller shall have the option either to cancel this contract either wholly or partially or to extend the time for delivery during such period as said circumstances or any of them shall continue. In the event of such cancellation by the Seller, or any such

postponement, the Buyer shall have no claims whatsoever against the Seller.

4.3 Delay

Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

4.4 Cancellation of Order

No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4.5 Expenses on Cancellation

In the event of the Buyer or his agents giving delivery instructions and afterwards finding it necessary to cancel them such cancellation can only be accepted on the terms that the Buyer accepts full responsibility to the Seller for all expenses incurred including but not limited to 10% handling charges by the Seller up to the time of cancellation. The Seller's estimate of expenses incurred shall be final.

4.6 Bankruptcy of Buyer

If the Buyer becomes bankrupt or enters into an arrangement with his creditors or if execution is levied against him or (if a company) an order is made or a resolution is passed for a winding up of the Buyer or if a receiver is appointed over the property of the Buyer or if an examiner or administrator is appointed to the Buyer or if the Buyer becomes insolvent or if the Buyer is in breach of any Contract with the Seller, the Seller may stop any Goods in transit and suspend further deliveries and may determine any Contract with the Buyer without prejudice to any existing claim. Nothing in this Clause and no action taken hereunder shall prejudice any other right of the Seller.

SECTION 5 – PAYMENT

5.1 Price

The price of the Goods shall be the price quoted by the Seller or (if different) stated or confirmed in the Seller's acceptance of the Buyer's order, or, where no price has been stated or quoted (or a quoted price is no longer valid), the price listed in the seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only, after which time they may be altered by the Seller without giving notice to the Buyer.

5.2 Method of Payment

All payments are due in cash, by cheque, by bank/credit transfer or on-line Payment Service. The Seller reserves the right in respect of every payment to decline to accept payment by cheque and to require instead payment by (at the Seller's option) banker's draft, cash, by bank/credit transfer, by online Payment Service.

5.3 Period for Payment

The Buyer shall pay the price of the Goods without deduction in line with the agreed Terms and

less any deposit already paid notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.

5.4 Failure of Payment

If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: -

- (a) cancel the Contract;
- (b) suspend any further deliveries to the Buyer;
- (c) appropriate any payment made by the Buyer to such of the Goods, or to goods supplied under any other Contract between the Buyer and the Seller as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
- (d) charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of **20%** per annum until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.5 Full Payment

The Buyer shall not make any set-off against the price of the Goods or raise any counterclaim in diminution of the price due but must pay the price and all other charges due on the due date or dates for payment agreed. Any complaints regarding short delivery, alleged defects or faults in the goods, failure to deliver in accordance with the terms of the Contract, or other complaint shall leave the Buyer's obligation to pay the entire price for the Goods and all other charges due under the Contract intact.

SECTION 6 - RISK AND PROPERTY

6.1 Retention of Title

The ownership of the Goods will only be transferred to the buyer when he has met all that is owing to the seller no matter on what grounds.

6.2 Recovery of Goods

Following non-payment by the Buyer, the Seller has right of entry onto the buyer's premises in order to recover goods over which he has ownership and the buyer permits the seller a right of access to the goods whenever there arises a right to repossess.

6.3 Risk

Notwithstanding the foregoing, the Goods shall be at the risk of the Buyer: -

- (a) (in the case of Goods to be delivered at the Seller's premises), at the time when the Seller notifies the Buyer that the Goods are available for collection, or
- (b) (in the case of Goods to be delivered otherwise than at the Seller's premises) at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Seller has tendered delivery of the Goods.

6.4 Storage

The Buyer shall store Goods held by the Buyer in such manner that they are clearly identifiable as the property of the Seller and shall maintain adequate insurance in respect of any of the Goods for which the Buyer has not paid the Seller while such Goods are stored on the Buyer's premises or are otherwise in the possession or under the control of the Buyer.

SECTION 7 - COMPLAINTS, WARRANTY AND LIABILITY

7.1 Seller's Liability

Notwithstanding any of the provisions hereof the Seller's liability in respect of any Goods supplied to the Buyer proved to be defective shall be limited to giving to the Buyer a reasonable credit or allowance in respect of such defective Goods or, at the Seller's option, to replace such Goods or to repair such Goods at Unit 14, Shannon Business Centre, Shannon, Co. Clare, Ireland or such address as the Buyer and the Seller may mutually agree but under no circumstances shall the liability of the Seller exceed the invoice price of the Goods supplied under any Contract. Where goods supplied by the Seller have been used on a farm by the Buyer or his agent, such goods are deemed to constitute a bio-hazard and are exempt from the above credit provisions.

7.2 Non-Liability of Seller

In no case shall the Seller be liable for:

(a) any adverse effects resulting from application to the Goods of any process, operation or treatment unless specifically recommended or agreed to by the Seller; or

(b) any expenditure incurred by the Buyer in respect of Goods alleged to be defective; or

(c) any loss of profit or any consequential or indirect loss or damage of any kind to the Buyer howsoever caused; or

(d) any Goods which have been processed in any way by the Buyer or damaged after the risk in the Goods has passed to the Buyer; or

(e) any Goods which have not been operated, handled or managed in accordance with manufacturers instructions; or

(f) breach of contract, negligence or any other liability howsoever arising, whether by statute or otherwise.

7.3 Manufacturers Guarantee

In the event of the Goods being sold to the Buyer with a "guarantee" or "warranty" (as defined in Section 15 of the Sale of Goods and Supply of Services Act 1980) from the original manufacturer or supplier thereof, the Seller undertakes to employ best efforts to fulfill the terms of such guarantee/warranty. The Seller has absolute discretion in determining if a guarantee/warranty claim is valid, is valid in full, or pro-rata rates apply. All consumable items or items requiring special storage conditions sold as part of the Goods are not covered under any guarantee/warranty.

7.4 Limitation of Liability

Where the Buyer is not a consumer within the meaning of Section 3 of the Sale of Goods & Supply of Services Act, 1980, liability in respect of any Goods supplied to the Buyer proved to be defective shall be limited to the purchase price of such Goods actually paid under the Contract.

7.5 Purchase by Description

All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law PROVIDED HOWEVER that where the Buyer is a consumer (within the meaning of the Sale of Goods and Supplies of Services Act, 1980) nothing in these conditions shall vary the rights afforded to the Buyer pursuant to Sections 12, 13, 14 or 15 of the Sale of Goods Act, 1893 (as amended).

SECTION 8 – ADDITIONAL ‘ONLINE CONSUMER’ CONDITIONS

8.1 Price and Payment

- a) Sales prices indicated on the website are, inclusive of VAT or exclusive of VAT as indicated from time to time, and producer recycling fund (PRF) charges. Shipping and handling charges (if any) will apply in addition to the sale price indicated on the website. Prices are subject to change at any time but will not affect purchase orders made prior to the date of the change.
- b) All purchases must be paid for through the payment service as made available by the Seller. In order to submit orders and use the Payment Service the Buyer must supply details of your preferred payment method, billing and shipping address (if applicable) and any other details necessary to complete the purchase. The Seller does not gather or store any credit card information.
- c) Terms of payment are at the Seller's sole discretion, and unless otherwise agreed to by the Seller, payment must be received by the Seller prior to the Seller's acceptance of an order.
- d) If, for whichever reason, payment through the Payment Service should fail the Seller will invoice the Buyer by post for the amount payable, which must be paid by a Payment Method (as defined in 5.2) within 10 days from the date of invoice.

8.2 Cancellation Policy

The Seller will permit the Buyer to cancel a purchase agreement for a purchased product(s) for any reason provided that it has not yet been used at any time following the date of delivery to your delivery address, and will refund the purchase price actually paid. If you choose to cancel the purchase agreement, you must contact the Seller during the 7 working days following delivery by email via the Seller's website to obtain a Goods Return Authorisation (GRA) number and return the product(s) in its original packaging, free of all interests, liens, or claims otherwise, to the address provided by the Seller. The seller may charge the Buyer for any directly associated shipping or postage costs incurred.

8.3 Privacy

The Seller will not disclose information regarding your personal details, account or transactions to any third party other than in accordance with its Privacy Policy as indicated on the website. You hereby agree that you have read and accepted the Privacy Policy.

SECTION 9 - GENERAL PROVISIONS

9.1 Applicable Law

This contract shall be governed by and construed in all respects (including the formation thereof and the performance thereunder) in accordance with the laws of the Republic of Ireland.

Questions

Should you have any questions, suggestions or complaints concerning your order, your purchase, these Terms and Conditions, or if you desire to contact True North Technologies Limited for any reason, please do so by email by visiting True North Technologies Limited's website at <http://www.truenorthtechnologies.ie>, or www.moregrass.ie by telephone at (353) 61 708423, by email to sales@truenorthtechnologies.ie or via post to Unit 14, Shannon Business Centre, Shannon Co. Clare.