

STANDARD TERMS AND CONDITIONS OF SUPPLY OF GOODS AND/OR SERVICES

1	1.1	<p>INTERPRETATION</p> <p>In these Conditions the following words shall have the following meanings:</p> <p>Affiliate means any entity that directly or indirectly controls, is controlled by or is under common control with either party, and that entity's respective directors, officers and employees;</p> <p>Business Day means a day Monday to Friday (between the hours of 9.00 am to 5.00 pm GMT) which Safegard is ordinarily open for business excluding any bank holidays and statutory holidays in Ireland;</p> <p>Conditions means these standard terms and conditions of the supply of Goods and/or Services;</p> <p>Confidential Information means any and all information provided by either party under the Contract that is either (i) marked as being confidential (or in the case of verbal discussions is later confirmed in writing to be confidential) or (ii) information (however communicated) that is of a type that the other party could reasonably have been expected to know that the information was confidential;</p> <p>Contract means any contract between Safegard and the Customer for the sale and purchase of Goods and/or Services, including the Safegard Order Acknowledgement and incorporating these Conditions;</p> <p>Control means the ability of a person to direct the affairs of another whether by virtue of the ownership of shares, contracts or otherwise;</p> <p>Customer means the person(s), firm or company who purchases the Goods and/or Services from Safegard, as set out in the Safegard Order Acknowledgement, including their respective directors, officers and employees;</p> <p>Customer Order means any order made by the Customer to purchase the Goods and/or Services from Safegard;</p> <p>Customer Premises means the Customer address set out in the Safegard Order Acknowledgement, or such other location at which the Customer may take delivery of the Goods and/or where the Services may be provided;</p> <p>Goods means any goods or Spare Parts that are to be purchased by the Customer from Safegard in accordance with the Contract, as set out in the Safegard Order Acknowledgement;</p> <p>Insolvency Event occurs when:</p> <ul style="list-style-type: none"> (a) a party becomes unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities; (b) in relation to a party a statutory demand is served, a receiver is appointed or any insolvency procedure under the Companies Act 2014 is instituted or occurs or notice of intention to institute such a procedure is given; (c) any order is made for or there occur proceedings constituting main proceedings in any member state of the European Union; or (d) any analogous demand, appointment or procedure is instituted or occurs in relation to a party elsewhere than in Ireland. <p>Intellectual Property Rights means any and all intellectual property rights protected under any law anywhere in the world including, without limitation, patents, designs, copyright, trademarks, know-how, technical information, rights in data and database rights (whether registered or unregistered or as applications for registration) whether now known or future;</p> <p>Services means any services (including maintenance services) to be supplied to the Customer by Safegard in accordance with the Contract, as set out in the Safegard Order Acknowledgement;</p> <p>Site means the place at which the Goods are to be delivered and/or the Services are to be performed (as appropriate), as set out in the Safegard Order Acknowledgement;</p> <p>Spare Parts means new and unused items supplied and specified as such by Safegard;</p> <p>Specification means the specification of the Services provided by the Customer to Safegard;</p> <p>Safegard means Safegard Systems Ltd, a company registered in Ireland and whose registered office is at the Safegard Address;</p> <p>Safegard Address means 33 Southern Cross Business Park, Bray, County Wicklow, Ireland. A98 HT99;</p> <p>Safegard Equipment Manual means the operating manual of instructions issued to the Customer upon delivery of the Goods;</p> <p>Swegon Group Company means any company which is a subsidiary or holding company of Safegard or any subsidiary of such holding company from time to time and subsidiary and holding company shall have the meanings attributed to them in sections 7 and 8 respectively of the Companies Act 2014 as amended from time to time; and</p> <p>Safegard Order Acknowledgement means the order acknowledgement issued by Safegard to the Customer detailing the Goods and/or Services to be provided, under a Contract.</p> <p>In these Conditions:</p> <ul style="list-style-type: none"> 1.1.1 the masculine includes the feminine and vice versa; 1.1.2 the singular includes the plural and vice versa; 1.1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof; 1.1.4 headings are for ease of reference only and shall not affect the interpretation or construction of these Conditions; 1.1.5 any lists or examples following the word including, includes or in particular or any similar expression shall be interpreted without limitation to the generality of the preceding words; and 1.1.6 references to Clauses are, unless otherwise provided, references to Clauses of these Conditions. 		
			4.10	Where through no fault of Safegard delivery of the Goods cannot be made in accordance with the terms of the Contract Safegard shall be entitled to give the Customer not less than three days notice of the date when and the place where Safegard shall deliver the Goods and delivery shall be deemed to take place upon the date and at the place so notified. With effect from the moment of such delivery Safegard shall be entitled to put the Goods in store and whether the Goods shall remain on Safegard's premises or be put into store any loss or damage to or deterioration in the Goods shall be at the sole risk of the Customer. The Customer shall reimburse Safegard any extra expense or cost (including the cost of reasonable insurance effected on behalf of the Customer) incurred by Safegard in exercising its rights hereunder or in consequence of Clause 7.6.
			4.11	Where the Services have been completed except in minor respects that do not affect its use for the purpose for which it is intended (and the commissioning trials if any specified in the Contract have been carried out) Safegard may give the Customer notice in writing that the Goods are ready to be taken over. Upon the giving of such notice the Goods shall be deemed to have been taken over by the Customer and the balance of the Contract Price shall be payable to Safegard forthwith.
			4.12	Where the Contract includes commissioning trials Safegard shall give the Customer reasonable notice of the date and time thereof and if the Customer fails to attend as so notified, he shall not be entitled to take any exception to the method nature extent or results of the trials but shall be bound by them. If by reason of any failure of the Customer to perform his obligations under the contract the trials cannot be run on the notified date the Goods shall be deemed to have been taken over by the Customer on that date and the balance of the Contract Price shall be payable to Safegard forthwith provided that the trials may be carried out at a later date on terms and conditions to be agreed by the parties having regard to any use made of the Goods and to its condition before the trials.
			5	TITLE, RISK AND INSURANCE – GOODS
			5.1	Risk in the Goods shall pass to the Customer upon completion of delivery in accordance with Clause 4.2.
			5.2	Title to the Goods shall not pass to the Customer until Safegard has received payment in full (in cash or cleared funds) of all sums due under the Contract, whether in relation to the supply of Goods and/or Services or any other sums which may become due to Safegard under any other contract between Safegard and the Customer.
			5.3	Until such time as title to the Goods passes to the Customer under Clause 5.2, the Customer shall:
			5.3.1	hold the Goods on a fiduciary basis as Safegard's bailee;
			5.3.2	store the Goods separately from any and all other products, equipment and materials and in such a state as to ensure that Goods remain readily identifiable as Safegard's property;
			5.3.3	maintain the Goods in such a state of condition as is required for the Goods to obtain their full market value;
			5.3.4	insure all Goods with an insurance company of good repute on Safegard's behalf for their full market value against all risks from the date of delivery;
			5.3.5	hold the proceeds of the insurance referred to in Clause 5.3.4 on trust for Safegard and not mix them with any other money nor pay the proceeds into an overdraft bank account;
			5.3.6	in any circumstances impose or seek to impose a lien whether general or specific or other charge or encumbrance against the Goods whether in respect of any claims for outstanding monies which it believes to be due to it under the Contract or otherwise; and
			5.3.7	notify Safegard immediately if it becomes subject to or reasonably believes that it is likely to become subject to an Insolvency Event.
			5.4	The Customer hereby grants Safegard, its agents, sub-contractors and employees an irrevocable licence at any time prior to the transfer of title in the Goods in accordance with Clause 5.2 to enter any premises where the Goods are or may be stored to inspect or recover the Goods.
			6	PRICE
			6.1	Unless otherwise agreed by Safegard in writing and subject always to Clause 6.2, the price for the supply of Goods and/or Services shall be as set out in the Safegard Order Acknowledgement.
			6.2	Safegard reserves the right, by giving notice to the Customer at any time before the delivery of Goods and/or provision of Services, to request an increase to the price for the supply of Goods and/or Services to reflect any increase in the cost to Safegard which is due to any factor beyond the reasonable control of Safegard, including without limitation:
			6.2.1	any alteration to or the enactment of any legislation regulations or any other enactment relating to the supply of the Goods and/or the Services;
			6.2.2	increases in applicable taxes, duties, levies and in any labour, materials and other manufacturing costs;
			6.2.3	any change in the Services to be supplied which is requested by the Customer pursuant to Clause 4.5 or any change in the dates of the delivery of the Goods and/or provision of the Services which is requested by the Customer pursuant to Clause 4.4; and
			6.2.4	any delay caused by any instructions of the Customer or failure of the Customer to give Safegard adequate information or instructions necessary for the supply of the Goods and/or Services and/or the inability of Safegard to access the Site as a result of any act or omission of the Customer (or its authorised representatives).
			6.3	Following notification of an increase to the Price pursuant to Clause 6.2, the Customer shall promptly notify Safegard as to whether it accepts or rejects such Price increase. Until such time as the Customer provides such notification, Safegard's obligation to deliver the Goods and/or supply the Services under the Contract shall be suspended.
			6.4	Where Safegard exercises its right to increase the price under Clause 6.2 and the Customer notifies Safegard that it does not accept such Price increase then the Customer shall be entitled, upon the provision of fourteen (14) Business Days written notice to Safegard, to terminate the Contract. In such circumstances the Customer shall pay to Safegard, on a pro rata basis, the costs, expenses and liabilities incurred by Safegard for all work in progress commenced and/or committed to in anticipation of the delivery of the Goods and/or performance of the Services.
			7	PAYMENT – GOODS AND SERVICES
			7.1	Unless otherwise specified in the Safegard Order Acknowledgement, Safegard shall invoice the Customer upon completion of the Services or shipment of the Goods.
			7.2	Unless otherwise specifically agreed in writing with Safegard the Customer shall pay the Contract price of the Goods and/or Services and other costs charges or expenses provided for in the Contract or by these conditions forthwith upon the delivery of the Goods or completion of the Services or if Safegard has agreed to give credit to the Customer within 60 days of the date on Safegard's invoice. Non-compliance with Safegard's payment terms shall constitute default and a breach of these conditions without reminder.
			7.3	If the Customer pays any sums due under the Contract in any currency other than Euro, Safegard shall be entitled to recover from the Customer all banking charges and currency losses incurred in respect of processing such foreign currency.
			7.4	The Customer shall make all payments due under the Contract in full without any deduction whatsoever whether by way of set-off, counterclaim, discount, abatement or otherwise, other than an agreed early settlement discount.
			7.5	Any queries in respect of invoices should be brought to Safegard's attention within seven (7) days of the date of the invoice to which the query relates. Where any dispute arises as to any invoice in respect of Goods and/or Services the parties shall enter into good faith discussions to resolve such dispute but, for the avoidance of doubt, the Customer shall not be relieved of its obligation to pay the disputed invoice in full and on time.
			7.6	Non-compliance with Safegard's terms of payment shall constitute default and a breach of these conditions without reminder. In the case of default and without prejudice to any other remedies or causes of action open to it Safegard may charge interest on the amount outstanding from the date upon which payment falls due until such time as payment is made in full (whether before or after judgement) at the rate of 2% for each calendar month or part thereof. Payment of interest by the Customer shall not affect its obligation to make any Contract payments on due date. Safegard's acceptance of a draft or comparable document shall not constitute payment.
			7.7	If the Customer shall fail to fulfil the terms of payment and in particular shall fail to pay an agreed stage payment on due date or fail to pay interest charged in respect of any order or should Safegard have received indication that the Customer's financial position is inadequate Safegard may in its sole discretion either demand payment of all outstanding balances whether presently due or not and/or cancel all outstanding orders and decline to make any further delivery or suspend any further work under the Contract and/or any other current contract until it shall receive payment in cash in full or to withhold any part of any payment without Safegard's prior written consent.
			8	CUSTOMER OBLIGATIONS – GENERAL
			8.1	The Customer shall:
			8.1.1	provide adequate and appropriate access to the Customer Premises to facilitate the delivery of the Goods and/or provision of Services;
			8.1.2	co-operate with Safegard in all matters relating to the supply of the Goods and/or Services; and
			8.1.3	obtain and maintain all necessary licences, permissions and consents which may be required for the supply of Goods and/or Services.
			9	CUSTOMER OBLIGATIONS - SERVICES
			9.1	The Customer shall:
			9.1.1	provide Safegard, its employees, agents, consultants and sub-contractors, with such access to the Customer Premises, office accommodation and other facilities as may be reasonably required by Safegard to provide the Services;
			9.1.2	provide Safegard with such information and materials as Safegard may reasonably require to provide the Services, and ensure that such information is accurate in all respects; and
			9.1.3	keep and maintain all materials, equipment, documents and other property of Safegard (Safegard Materials) at the Customer Premises in safe custody at its own risk, maintain the Safegard Materials in good condition until returned to Safegard and not dispose of or use the Safegard Materials unless expressly permitted by Safegard and always strictly in accordance with Safegard's instructions.
			9.2	For the avoidance of doubt where the Customer fails to comply with any of its obligations under Clauses 8 or 9 Safegard shall be entitled to suspend the performance of its obligations without liability until the Customer so complies.

9.3	The Customer shall reimburse, to the full replacement value, Safeguard in respect of any damage, destruction or loss of Safeguard Materials that occurs whilst such Safeguard Materials are under the custody, possession and/or control of Safeguard.	15.2.3	is required by law to be disclosed by the Receiving Party, but only to the extent of such order and the Receiving Party shall promptly inform the Disclosing Party of such requirement prior to any disclosure;
10	CUSTOMER WARRANTIES	15.2.4	is independently developed by the Receiving Party without the benefit of the Confidential Information or otherwise than in breach of the Contract.
10.1	The Customer warrants and represents that:	15.3	The obligations under this Clause shall continue in perpetuity.
10.1.1	any information provided to Safeguard in respect of any dangerous or hazardous substances located at the Customer Premises is accurate and sufficiently detailed to enable Safeguard to comply with any statutory requirements or regulations applicable to its performance of the Services and/or the delivery of the Goods and to comply with its obligations under the Contract;	16	ANTI-BRIBERY, CORRUPTION, SANCTIONS AND ANTI-MONEY LAUNDERING
10.1.2	it shall comply fully with all applicable laws, regulations, rules and statutory requirements relating to its receipt, use, handling and maintenance (as appropriate) of the Goods and/or Services;	16.1	The Customer shall not offer, promise, give, authorise, solicit or accept, and shall ensure that its Affiliates do not offer, promise, give, authorise, solicit or accept, any undue financial or other advantage of any kind in any way connected with the performance of this Contract and shall otherwise comply, and shall ensure that its Affiliates comply, with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. The Customer shall promptly refer to Safeguard any request or demand for such financial or other advantage received by the Customer or its Affiliates in connection with the performance of this Contract.
10.1.3	any other information or instructions it has provided to Safeguard (whether in the Customer Order or otherwise) for the purposes of Safeguard quoting for or performing its obligations under the Contract is adequate, complete and accurate in all respects; and	16.2	The Customer shall, and shall ensure that its Affiliates shall, comply with all applicable national and international economic or financial sanctions laws, and any applicable trade embargoes and/or similar restrictions issued by the United Nations, European Union, United Kingdom, the United States of America or by any other competent authority (Sanction Laws) and shall not engage, and shall ensure that its Affiliates do not engage, in any trade, business, venture or dealing which could directly or indirectly expose Safeguard, its Affiliates and their respective directors, officers and employees to any sanctions imposed by such authority. The Customer warrants that the Customer and its Affiliates are not a designated entity under any Sanction Laws at the time of entering into this Contract and that they will remain non-designated during the term of this Contract. The Customer commits not to sell any Goods to third parties whom they have reason to assume will disregard Sanction Laws or circumvent them. Upon request, the Customer must provide to Safeguard, without delay, all required information relating to the final recipient, final destination and end-use of its Goods or Services.
10.1.4	it has all necessary permits, licences, authorisations, policies and procedures in place for the purposes of any applicable health and safety legislation and enforces compliance with such permits, licences, authorisations, policies and procedures by all of its employees and other staff.	16.3	The Customer shall comply, and shall ensure that its Affiliates comply, with all applicable national and international laws on anti-money laundering and counter terrorist financing. The Customer represents that it has in place the adequate anti-money laundering procedures that are necessary to comply with the aforementioned laws. The Customer shall promptly report to Safeguard any suspicious activity of which it becomes aware relating to transactions directly or indirectly connected to the performance of this Contract.
10.2	The Customer agrees to indemnify, keep indemnified and hold harmless Safeguard in full against any and all losses, liabilities, claims, damages, charges, penalties, costs or expenses (including legal expenses) awarded against or incurred by Safeguard in respect of any loss or damage or personal injury (including death) which arises out of or in connection with the Customer's breach of Clause 10.1 or the Customer's negligence.	16.4	Safeguard shall be entitled to refuse further performance and may terminate this Contract immediately upon becoming aware of any breach of this Clause 16 without the Customer having the right to raise any claim.
10.3	The Customer agrees to pay all extra costs incurred by Safeguard arising from the delay in suspension of or disruption of Services caused by acts omissions or defaults of the Customer or of those whom the Customer shall have engaged to carry out its obligations under the Contract.	16.5	The Customer shall maintain and apply, and shall ensure that its Affiliates maintain and apply, adequate policies and procedures to ensure compliance with this Clause 16. The Customer shall, if there is an objective reason to believe that the Customer or its Affiliates is in breach of any part of this Clause 16, allow Safeguard access to the Customer's and its Affiliates' premises, books and computer systems to enable Safeguard and its auditors and examiners to conduct reasonable and appropriate audits and examinations of the compliance by the Customer and its Affiliates with this Clause 16.
11	WARRANTY	16.6	The Customer shall indemnify Safeguard for any and all damage or loss incurred as a result of any breach of this clause.
11.1	Safeguard warrants to the Customer that the Services will be performed in accordance with any specification issued by Safeguard to the Customer in respect of the Services forming part of the subject matter of the Contract.	16.7	In the event of any conflict with other provisions in this Contract this clause shall prevail.
11.2	Safeguard warrants to the Customer the Goods shall conform in all material respects with their description and any specification issued by Safeguard to the Customer for the period specified in the Safeguard Order Acknowledgement, save that where no such period is specified, the Goods shall conform in all material respects with their description and any specification issued by Safeguard for a period of 12 months (6 months for repaired Goods). Subject to Clause 11.3, if:	17	FORCE MAJEURE
11.2.1	the Customer notifies Safeguard of any defect in writing within ten (10) Business Days of the defect occurring;	17.1	Safeguard shall not be liable for any failure to meet its obligations under the Contract if it is prevented or delayed in the carrying on of its business due to circumstances beyond its reasonable control, including, without limitation; acts of God, governmental actions, war or national emergency, acts of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, national or international health epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), failure of a utility service or transport network, or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials or restrictions from access to Sites, provided that, if the event in question continues for a continuous period in excess six calendar months either party may cancel the remainder of the Contract and upon such cancellation Safeguard shall be paid fair compensation for work done and for commitments entered into for the purposes of performing the Contract before the date of cancellation.
11.2.2	Safeguard is permitted to make a full examination of the alleged defect; and	18	BREXIT
11.2.3	the defect is attributable to defective material or workmanship.	18.1	Where an event, series of events, or other set of circumstances occurs as a direct or indirect result of, or in contemplation of:
(a)	Safeguard shall, at its sole option, repair or replace the defective Goods in line with the following: Where the Goods are erected or installed by Safeguard in Ireland Safeguard will by repair or exchange and re-installation of defective Goods or by such other means as it shall in its sole discretion think fit remedy any defects in its design materials or workmanship which appear within the warranty period.	18.1.1	the UK ceasing to be a full member state of the EU; or
(b)	Where the Goods are not erected or installed by Safeguard in Ireland then Safeguard will repair or exchange and deliver to the Customer any Goods that prove defective within the warranty period provided that the defective Goods are returned to Safeguard within Ireland carriage paid or otherwise disposed of as Safeguard may require.	18.1.2	such other occurrence of any fact, matter, event, circumstance, condition or change, which has a material adverse effect on the costs of Safeguard performing its obligations under the Contract and/or reduces its income under the Contract and/or otherwise adversely affects the benefit it derives from the Contract, such event, events or circumstances shall be deemed to be an "Adverse Effect".
11.3	The Customer acknowledges and agrees that Safeguard shall bear no responsibility or liability (whether in contract, tort, under statute or otherwise) in respect of any design works provided by the Customer and/or any third party representative to Safeguard in respect of the design, structure and/or composition of the Goods and/or Services and/or the manner in which either Goods and/or Services are to be delivered by Safeguard.	18.2	Upon the occurrence (or likely consequence) of an Adverse Effect, Safeguard shall be entitled to:
11.4	The repair or replacement remedy provided under Clause 11.2 shall be the sole and exclusive remedy for the Customer in relation to any defective Goods.	18.2.1	require the Customer to negotiate in good faith an amendment to the Contract to offset or mitigate the Adverse Effect; and
11.5	Subject always to Clause 11.2, Safeguard shall not be liable for the Goods' failure to comply with the warranty at Clause 11.2, and the Customer shall reimburse Safeguard in full for any and all costs, expenses and charges, including without limitation any labour or material costs, incurred by Safeguard as a result of or in connection with undertaking any repairs or providing any replacements pursuant to Clause 11.2, if:	18.2.2	if no such amendment is made to the Contract within 30 days, terminate the Contract upon providing written notice to the Customer. Where Safeguard terminates the Contract in accordance with this clause, Safeguard shall be entitled to be paid the value of the Goods and/or Services supplied to date (less any sums already paid).
11.5.1	the Customer makes any further use of such Goods after becoming aware of the defect;	19	GENERAL
11.5.2	the defect arises as a result of the Customer's failure to follow the Safeguard Equipment Manual or any other instructions issued by Safeguard to the Customer as to the storage, use, installation or maintenance of the Goods (whether given orally or in writing);	19.1	The Customer, at its own cost and expense, shall, and shall procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required by Safeguard for the purpose of giving full effect to the Contract and all of the Customer's obligations set out therein.
11.5.3	the defect arises as a result of information, design, drawing or specification supplied by the Customer to Safeguard for the purposes of the Contract;	19.2	The Customer shall not be entitled to assign, sub-contract, dispose of or otherwise transfer any of its rights or obligations under a Contract without the prior written consent of Safeguard.
11.5.4	the defect arises as a result of misuse, neglect, alteration, mishandling, third party equipment fault, wilful damage or unauthorised manipulation by any person other than Safeguard's authorised personnel; or	19.3	Subject to Clause 19.4 any entity which is not expressly a party to this Contract shall have no rights to enforce any term of the Contract.
11.5.5	the Goods differ from their description and/or specification as a result of changes made by Safeguard so as to ensure the Goods comply with applicable statutory or regulatory requirements.	19.4	The rights and remedies conferred on Safeguard under this Contract are also conferred on the Swegon Group Companies and Safeguard enters into this Contract on its own behalf and as an agent for and on behalf of each Swegon Group Company solely for the purpose of conferring such rights and remedies on the Swegon Group Companies. Safeguard will act in its own right and may enforce in its own right and on behalf of each Swegon Group Company the rights and remedies (including indemnities) under this Contract. Any obligations to which the Swegon Group Companies are subject under or in connection with this Clause 19.4 shall be exclusively enforceable against Safeguard as agent for and on behalf of each Swegon Group Company.
11.6	These Conditions shall apply to any repaired or replacement Goods supplied by Safeguard pursuant to Clause 11.2.	19.5	The Contract sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes any previous agreement relating to the subject matter of the Contract, whether written or oral. Each party acknowledges and agrees that in entering into the Contract it places no reliance on any representation or warranty in relation to the subject matter of the Contract, nor shall it have any remedy in relation to the subject matter of the same save as expressly set out in the Contract. The only remedy available to either party for breach of such warranties or representations shall be for breach of contract under the terms of the Contract. Nothing in this Clause 19.5 or in the Contract shall operate so as to exclude or restrict any remedy or liability for fraud or fraudulent misrepresentation.
12	LIMITATION OF LIABILITY	19.6	If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if the Contract had been agreed with the invalid, illegal or unenforceable provision eliminated.
12.1	Without prejudice to Clause 12.3, Safeguard shall not be liable to the Customer whether arising in contract, tort (including negligence), for breach of statutory duty or otherwise for any of the following (whether direct or indirect):	19.7	No failure or delay by Safeguard in exercising or enforcing any of its rights or remedies under the Contract shall constitute a waiver thereof and no single or partial exercise or enforcement of any of its rights or remedies under the Contract shall preclude or restrict the further exercise or enforcement of any such right or remedy. The rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by law.
12.1.1	loss of profit;	19.8	Nothing in the Contract shall be construed as establishing or implying any agency, partnership or corporate relationship between the parties, or to authorise either party to act as the agent of the other, and neither party shall have the authority to act in the name of or otherwise to bind the other party in any way.
12.1.2	loss of use;	19.9	Any notice to be given under the Contract by either party to the other shall be in writing and may be served personally by hand or by post to:
12.1.3	loss of goodwill and/or reputation;	19.9.1	in the case of notices to be served upon Safeguard to the Safeguard Address marked for the attention of Safeguard Finance; and
12.1.4	loss of revenue;	19.9.2	in the case of notices to be served upon the Customer, to the address detailed on the Safeguard Order Acknowledgement.
12.1.5	loss of business;	19.10	Any such notice shall be deemed to have been served:
12.1.6	loss of anticipated contracts and/or savings;	19.10.1	if delivered by hand, at the time of delivery; or
12.1.7	loss of opportunity; or	19.10.2	if posted, at the expiration of forty eight (48) hours after the envelope containing the same shall have been put in the post.
12.1.8	indirect or consequential loss or damage.	19.11	If any such notice arrives on any day which is not a Business Day, it shall be deemed to have been delivered on the next following Business Day.
12.2	Without prejudice to Clauses 11.3 to 11.5 (inclusive), 12.3 and subject to Clause 12.1, Safeguard's maximum aggregate liability under the Contract, whether arising in contract, tort (including negligence), for breach of statutory duty or otherwise, shall in no circumstances exceed a sum equal to the price paid by the Customer under the Contract.	19.12	The parties agree that, if applicable, in the event that a dispute arises in regard to any matter of whatsoever nature under the Contract, and either party wishes to refer to adjudication, the Construction Contracts Adjudication Service provided for in the Construction Contracts Act 2013 shall be the appropriate forum for such dispute.
12.3	Nothing in these Terms shall exclude or in any way limit:	19.13	The construction validity and performance of the Contract shall be governed in all respects by the laws of Ireland and Safeguard and the Customer shall submit to the exclusive jurisdiction of the Irish courts.
12.3.1	either party's liability for death or personal injury caused by its own negligence;		
12.3.2	either party's liability for fraud or fraudulent misrepresentation; or		
12.3.3	any other liability which cannot be excluded by law.		
12.4	All warranties, conditions and other terms implied by statute or common law or through trade custom or course of dealing are, to the fullest extent permitted by law, excluded from the Contract.		
12.5	Clause 12 shall survive termination of the Contract (howsoever occurred).		
13	TERMINATION		
13.1	Without prejudice to any other rights or remedies to which it may be entitled, Safeguard may terminate the Contract in whole or in part (at its absolute discretion) with immediate effect upon the date of service of a written notice, if:		
13.1.1	the Customer defaults in any of its payment obligations under the Contract;		
13.1.2	the Customer commits a material breach of the Contract and (if the breach is remediable) fails to remedy such breach within 14 days after receipt of notice in writing to do so;		
13.1.3	the Customer objects to the Price increase requested by Safeguard pursuant to Clause 6.2 (and in which case the obligation of the Customer to pay for pro rata costs, expenses and/or liabilities incurred by Safeguard in accordance with Clause 6.4 shall apply mutatis mutandis) or		
13.1.4	the Customer is the subject of an Insolvency Event or a change of Control.		
13.2	Upon termination of the Contract, howsoever caused:		
13.2.1	the Customer shall pay to Safeguard upon demand:		
(a)	all outstanding invoices and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 7.6;		
(b)	in respect of Goods and/or Services supplied for which no invoice has been submitted, Safeguard may submit an invoice, which shall be payable immediately upon receipt; and		
(c)	any costs and expenses incurred by Safeguard in collecting any sums due under the Contract (including any storage, repair, insurance, transport, labour, administrative, legal and remarketing costs).		
13.2.2	Termination of the Contract shall be without prejudice to the rights, remedies and obligations of the parties accrued up to the date of termination.		
14	INTELLECTUAL PROPERTY RIGHTS		
14.1	The Customer hereby acknowledges and agrees that all Intellectual Property Rights produced from or arising as a result of the performance of the Services are the absolute property of Safeguard and the Customer shall, so far as such Intellectual Property Rights are not already vested, do all such acts, execute all such documents and enter into all such agreements with third parties as are reasonably necessary to ensure that such rights vest in Safeguard.		
14.2	The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on Safeguard obtaining a written licence from the relevant licensor on such terms as will entitle Safeguard to license such rights to the Customer.		
15	CONFIDENTIALITY		
15.1	Each party (the Receiving Party) shall treat as confidential and shall not disclose either directly or indirectly to any third party without the prior written consent of the other party (the Disclosing Party) the Confidential Information.		
15.2	The Receiving Party will not use the Confidential Information for any purpose other than the discharge of its obligations under the Contract and shall disclose the Confidential Information only to such of its personnel as are strictly necessary in order to discharge its obligations under the Contract. The obligations of the Receiving Party under this Clause do not apply to any information which is:		
15.2.1	lawfully in the possession of the Receiving Party prior to its earliest receipt from the Disclosing Party;		
15.2.2	already in or enters the public domain other than as a result of a breach by the Receiving Party of a confidentiality obligation;		