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

1 INTERPRETATION

In these Conditions, the following terms have the meanings set out below:

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a party

Business Day means a day other than a Saturday, Sunday or public holiday in Ireland.

Conditions means these standard terms and conditions for the supply of Goods and/or Services.

Confidential Information means any information provided by either party that is marked confidential or which a reasonable person would understand to be confidential.

Contract means the contract between Safegard and the Customer formed upon Safegard's issue of the Safegard Order Acknowledgement.

Control means the power to direct the management and affairs of an entity, whether through ownership of voting rights, contract or otherwise.

Customer means the person, firm or company purchasing the Goods or Services from Safegard, as identified in the Safegard Order Acknowledgement.

Customer Order means any order placed by the Customer for the supply of Goods and/or Services.

Customer Premises means the location set out in the Safegard Order Acknowledgement where Goods are delivered or Services performed.

Goods means the goods or Spare Parts to be supplied by Safegard under the Contract.

Insolvency Event means a party being unable to pay its debts or becoming subject to any insolvency, administration, receivership, liquidation or equivalent process.

Intellectual Property Rights means patents, designs, copyright, trademarks, know-how, technical information, and related rights.

Safegard means Safegard Systems Limited and its successors and permitted assigns.

Safegard Equipment Manual means the operating manual provided with the Goods.

Safegard Order Acknowledgement means the document issued by Safegard confirming the Goods and/or Services to be supplied

Services means the services to be supplied by Safegard as set out in the Safegard Order Acknowledgement.

Site means the place of delivery or performance identified in the Safegard Order Acknowledgement.

Spare Parts means new and unused parts supplied and designated as such by Safegard.

Specification means the specification for the Services provided by the Customer.

2 APPLICATION OF CONDITIONS

2.1 Each Customer Order constitutes an offer to purchase the Goods and/or Services subject to these Conditions.

2.2 A Contract is formed only when Safegard issues a Safegard Order Acknowledgement, at which point a separate Contract arises for the Goods and/or Services described in that acknowledgement.

2.3 No other act, communication or performance by Safegard shall constitute acceptance of a Customer Order.

2.4 These Conditions apply exclusively to each Contract and prevail over any terms proposed, incorporated or referenced by the Customer. No acknowledgement, delivery, performance or other conduct by Safegard shall constitute acceptance of any Customer terms.

2.5 No variation to these Conditions or to any Safegard Order Acknowledgement is valid unless expressly agreed in writing by a duly authorised representative of Safegard.

2.6 Each Safegard Order Acknowledgement gives rise to a separate Contract and a separate payment obligation in accordance with Clause 7.

3 DESCRIPTION

3.1 The description of the Goods and/or Services is as set out in the Safegard Order Acknowledgement.

3.2 Any technical data, descriptions or illustrations provided in brochures, offers, advertising materials or on Safegard's website are for general guidance only and do not form part of the Contract. Safegard may update such materials from time to time without notice.

3.3 Safegard supplies Goods on a supply-only basis and accepts no responsibility for the design, selection, specification, integration or suitability of the Goods, relying entirely on information provided by the Customer.

4 DELIVERY

4.1 Delivery shall take place at the Site specified in the Safegard Order Acknowledgement. Delivery is deemed completed when the Goods are made available at the vehicle side at the delivery location ("kerbside delivery"). Safegard is not responsible for offloading or for any site access, storage, protection, security or movement of the Goods after kerbside delivery.

4.2 Any dates given for delivery or performance are estimates only and time is not of the essence. Safegard shall not be liable for any delay in delivery or performance.

4.3 If the Customer requests changes to delivery dates or to the Services, Safegard will use reasonable endeavours to accommodate the request but is not obliged to do so. Any approved change may result in additional cost to the Customer.

4.4 Safegard may make changes to the Goods and/or Services where necessary to comply with applicable laws or safety requirements and will notify the Customer where reasonably practicable.

4.5 Safegard may deliver in instalments. Delay or failure of one instalment does not entitle the Customer to cancel any other instalment or withhold payment.

4.6 Safegard may use subcontractors to perform any of its obligations under the Contract.

4.7 Where the Services include commissioning, testing, inspection, maintenance, repair, fault-finding or other site attendance, the Customer shall ensure that the Site, access arrangements, enabling works, utilities, systems, equipment, labour and facilities reasonably required for the Services are available and ready.

4.8 If the Services are delayed, interrupted, cancelled or cannot reasonably be completed due to any act or omission of the Customer, its contractors or Site conditions for which the Customer is responsible, the Customer shall reimburse Safegard for all reasonable additional costs incurred, including labour, travel, accommodation, plant hire, mobilisation, demobilisation and additional attendance costs.

5 TITLE, RISK AND INSURANCE – GOODS

5.1 Risk in the Goods passes to the Customer upon delivery in accordance with Clause 4. For the avoidance of doubt, risk transfers at the point the Goods are made available at the vehicle side at the delivery location in accordance with Clause 4.1. Any damage occurring after that point is at the Customer's sole risk.

5.2 The Customer shall inspect the Goods upon delivery and notify Safegard in writing of any visible loss, shortage or damage within seven (7) calendar days of delivery. In the absence of such notification, the Goods shall be deemed accepted in their delivered condition, without prejudice to any warranty claim relating to a latent defect that was not reasonably discoverable on inspection.

5.3 Title to the Goods shall not pass to the Customer until Safegard has received payment in full (in cleared funds) of all sums due under the Contract.

5.4 Until title passes, the Customer shall:

(a) hold the Goods as bailee for Safegard;

(b) store the Goods separately and keep them clearly identifiable as Safegard's property;

(c) maintain the Goods in good condition and adequately insure them for their full replacement value;

(d) not charge, dispose of or encumber the Goods in any way; and

(e) notify Safegard immediately if it becomes subject to, or is likely to become subject to, an Insolvency Event.

5.5 The Customer shall hold any insurance proceeds relating to the Goods on trust for Safegard and shall not mix those proceeds with any other funds.

5.6 Prior to title passing, Safegard (and its agents or subcontractors) may at any time enter any premises where the Goods are stored to inspect or recover the Goods.

6 PRICE

6.1 The price for the Goods and/or Services is as set out in the Safegard Order Acknowledgement, unless otherwise agreed in writing.

6.2 Before delivery or performance, Safegard may adjust the Price to reflect any increase in its costs arising from factors outside its reasonable control, including changes in legislation, taxes or duties, increases in labour or materials costs, or delays or changes caused by the Customer (including variations to the Goods, Services or delivery dates).

6.3 Following a Price adjustment under Clause 6.2, the Customer shall promptly notify Safegard whether it accepts the revised Price.

6.4 If the Customer does not accept the revised Price, it may terminate the Contract on 14 Business Days' written notice, in which case the Customer shall pay Safegard the reasonable costs and expenses incurred for all work performed or committed to in anticipation of delivery or performance.

7 PAYMENT

7.1 Unless stated otherwise in the Safegard Order Acknowledgement, Safegard shall invoice in accordance with the agreed Incoterms.

7.2 Payment is due 30 days from the date of the invoice. Time for payment is of the essence.

7.3 The Customer shall pay all amounts in full without set-off, counterclaim or deduction.

7.4 If payment is made in a currency other than the currency denominated on the invoice, the Customer shall bear all related banking charges and currency conversion losses.

7.5 Any invoice query must be raised within 7 days of the invoice date. The Customer shall pay any undisputed portion in accordance with Clause 7.2.

7.6 If an invoice dispute is not resolved within a reasonable period, Safegard may suspend delivery or performance until payment is received or the dispute resolved.

7.7 Interest shall accrue on all overdue amounts, from the due date until payment (before and after judgment), at 2% per annum above the European Central Bank Main Refinancing Rate.

7.8 If the Customer fails to pay when due, Safegard may, without prejudice to any other rights:

(a) suspend delivery of the Goods or performance of the Services;

(b) reduce or withdraw credit terms and require advance payment for future orders; and/or

(c) recover all reasonable debt recovery costs, including agency or legal fees.

7.9 Credit Insurance

(a) Any credit offered by Safegard is conditional upon Safegard obtaining and maintaining, in its sole discretion, satisfactory credit-insurance cover for the Customer or its nominated purchasing entity.

(b) If such cover is refused, reduced, withdrawn or unavailable, Safegard may require advance payment or security acceptable to Safegard as a condition of supply.

(c) The unavailability of credit insurance shall not constitute a breach by Safegard and shall not entitle the Customer to delay payment, cancel the Contract or make any claim.

(d) The Customer shall provide all information reasonably required by Safegard or its insurers to assess credit risk.

7.10 Safegard may set off any sums owed to the Customer against sums due from the Customer to Safegard.

8 CUSTOMER OBLIGATIONS

8.1 The Customer shall provide Safegard with the access, information, facilities, licences and co-operation reasonably required for delivery of the Goods and/or performance of the Services and shall ensure that all such information is complete and accurate.

8.2 The Customer shall comply with all applicable laws, site rules and health and safety requirements, including providing accurate details of any hazardous or dangerous substances or conditions at the Customer Premises.

8.3 The Customer shall keep any materials, equipment, documents or other property belonging to Safegard ("Safegard Materials") in safe custody, in good condition and at the Customer's risk, and shall not use or dispose of them except in accordance with Safegard's instructions.

8.4 Where Goods include connected functionality, Safegard may remotely access, monitor, diagnose, optimise and adjust operating parameters. Such activities do not transfer responsibility for operation, maintenance, supervision or performance of the Goods or any wider system to Safegard, and do not constitute a managed service or performance guarantee unless agreed in writing. Safegard may take reasonable remote protective measures, including restricting operation or modifying parameters, and may notify the Customer of such actions.

8.5 The Customer shall indemnify Safegard for all losses, liabilities, costs or expenses arising from the Customer's breach of this Clause 8. Safegard may suspend performance of the Contract until any such breach is remedied.

9 SAFEGARD WARRANTY

9.1 In addition to this Clause 9, the Goods are subject to Safegard's Product Warranty Terms published at www.safegard.ie/warranty-terms, which form part of the Contract.

9.2 The Product Warranty Terms form part of the Contract and govern warranty periods, conditions, exclusions, claims procedures and remedies.

9.3 In the event of any conflict between this Clause 9 and the Product Warranty Terms, the Product Warranty Terms shall prevail in relation to warranty scope, preconditions, exclusions, claims process and remedies.

9.3.1 The Product Warranty Terms do not amend or disapply the provisions of the Contract relating to price, payment, title and risk, confidentiality, termination, limitation of liability or any other commercial terms, which remain governed exclusively by these Conditions.

9.3.2 Where an extended warranty period is expressly stated on the Safegard Order Acknowledgement, that period replaces the standard warranty period stated in the Product Warranty Terms.

9.4 Safegard warrants that the Services will be performed in accordance with any specification issued by Safegard to the Customer in respect of the Services forming part of the Contract.

9.5 Safegard warrants that the Goods shall conform in all material respects with their description and any specification issued by Safegard to the Customer. The Customer must notify Safegard of any defect in writing within 10 Business Days of the defect occurring and permit Safegard to conduct a full examination of the Goods. The detailed warranty claims process is set out in the Product Warranty Terms.

9.6 Subject to the Customer's compliance with this Clause 9 and the Product Warranty Terms, the sole and exclusive remedy for any breach of warranty shall be, at Safegard's option, the repair or replacement of defective components.

9.7 Safegard shall have no liability for any defect to the extent arising from: (a) the Customer's failure to follow the Safegard Equipment Manual or other instructions; (b) misuse, neglect, alteration, mishandling or unauthorised repair; (c) designs, specifications or information provided by the Customer; or (d) changes made by Safegard to ensure compliance with statutory or regulatory requirements. Additional exclusions and process requirements apply as set out in the Product Warranty Terms.

9.8 These Conditions apply to any repaired or replacement Goods supplied by Safegard pursuant to this Clause 9.

10 LIMITATION OF LIABILITY

10.1 Safegard shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for loss of profit, revenue, business, contracts, goodwill, reputation, anticipated savings, opportunity, use, or any indirect or consequential loss or damage.

10.2 Without limitation to Clause 10.1, Safegard shall not be liable for any loss or damage arising from:

(a) operational decisions or actions of the Customer or any third party;

(b) operation of the Goods within any wider system not designed, supplied or controlled by Safegard;

(c) reliance on connected services as a substitute for operational supervision, maintenance or management; or

(d) the Customer's failure to notify faults, alarms or abnormal operation.

10.3 Subject to Clauses 9 and 10.4, Safegard's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Price paid by the Customer under the Contract.

10.4 Nothing in these Conditions excludes or limits either party's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be excluded or limited by law.

10.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.6 Clause 10 shall survive termination of the Contract (howsoever occurred).

11 TERMINATION

11.1 Safegard may terminate the Contract in whole or in part, with immediate effect upon written notice to the Customer, if:

11.1.1 the Customer fails to pay any amount due under the Contract by the due date for payment;

11.1.2 the Customer commits a material breach of the Contract and, if the breach is capable of remedy, fails to remedy such breach within 14 days of receiving written notice to do so;

11.1.3 the Customer does not accept a Price increase requested by Safegard under Clause 6.2, in which case the Customer shall remain liable to pay all costs, expenses and liabilities incurred by Safegard in accordance with Clause 6; or

11.1.4 the Customer becomes subject to an Insolvency Event or undergoes a change of Control.

11.2 Upon termination of the Contract for any reason, the Customer shall immediately pay to Safegard all outstanding invoices and any other sums due but unpaid, together with any interest accrued under Clause 7. If Goods and/or Services have been supplied for which no invoice has been submitted, Safegard may issue an invoice which shall be payable immediately upon receipt. The Customer shall also reimburse Safegard for all costs and expenses incurred in recovering any sums due under the Contract, including storage, repair, insurance, transport, labour, administrative, legal and remarketing costs.

11.3 If the Customer cancels the Contract or any order, Safegard is entitled to recover all reasonable costs incurred up to the date of cancellation, including:

11.3.1 labour, material, shipping, handling and storage costs relating to configured items and work-in-progress; and

11.3.2 restocking fees or supplier charges relating to standard parts.

11.4 Termination of the Contract, however caused, is without prejudice to the rights, remedies and obligations of the parties which have accrued prior to termination.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 All Intellectual Property Rights arising from or in connection with the performance of the Services shall be the exclusive property of Safegard. To the extent that such rights do not automatically vest in Safegard, the Customer shall do all acts and execute all documents reasonably required to ensure that such rights vest in Safegard.

12.2 The Customer acknowledges that, where any third-party Intellectual Property Rights are used in, or form part of, the Services, the Customer's entitlement to use such rights is conditional upon Safegard obtaining a licence from the relevant licensor on such terms as permit Safegard to license those rights to the Customer.

13 CONFIDENTIALITY

13.1 Each party ("Receiving Party") shall treat all Confidential Information disclosed by the other party ("Disclosing Party") as confidential and shall not disclose such information to any third party without the Disclosing Party's prior written consent. The Receiving Party shall use Confidential Information only for the purpose of performing its obligations under the Contract and shall disclose such information only to those of its personnel who need to know it for that purpose.

13.2 The obligations in Clause 13.1 do not apply to any information which: (a) was lawfully in the Receiving Party's possession before its disclosure by the Disclosing Party; (b) is or becomes publicly available other than through a breach of the Contract; (c) is required to be disclosed by law or regulatory authority, provided that the Receiving Party, where lawful, gives prompt notice to the Disclosing Party; or (d) is independently developed by the Receiving Party without reference to the Confidential Information.

13.3 The obligations in this Clause 13 shall continue indefinitely and shall survive termination of the Contract.

14 COMPLIANCE

14.1 The Customer and its Affiliates shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. The Customer shall not offer, promise, give, authorise, solicit or accept any undue financial or other advantage in connection with the performance of the Contract. The Customer shall promptly report to Safegard any request or demand for any undue financial or other advantage received by the Customer or its Affiliates in connection with the Contract.

14.2 The Customer and its Affiliates shall comply with all applicable national and international economic or financial sanctions laws, trade embargoes and similar restrictions issued by any competent authority, including the United Nations, European Union, United Kingdom and United States of America. The Customer warrants that neither it nor its Affiliates is a designated or restricted entity under any such sanctions regime at the time of entering into the Contract and shall remain compliant throughout the term of the Contract. The Customer shall not sell or supply any Goods to any third party where it knows, or reasonably suspects, that such party intends to breach or circumvent applicable sanctions laws. Upon request, the Customer shall provide Safegard with all information reasonably required regarding the final recipient, destination and end-use of the Goods or Services.

14.3 The Customer and its Affiliates shall comply with all applicable anti-money laundering and counter-terrorist financing laws and shall provide information reasonably requested by Safegard to verify such compliance.

14.4 Safegard may immediately refuse further performance of the Contract or terminate the Contract with immediate effect upon becoming aware of any breach of this Clause 14 by the Customer or its Affiliates, and the Customer shall have no right to raise any claim in respect of such refusal or termination.

14.5 The Customer shall maintain adequate procedures to ensure compliance with this Clause 14 and, on reasonable notice, permit Safegard to conduct reasonable compliance audits.

14.6 The Customer shall indemnify Safegard against all losses, liabilities, costs and expenses arising from any breach of this Clause 14.

14.7 In the event of any conflict between this Clause 14 and any other provision of the Contract, this Clause 14 shall prevail.

15 FORCE MAJEURE

15.1 Safegard shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, governmental actions, war, national emergency, acts of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to Safegard's workforce), failure of a utility service or transport network, restrictions or delays affecting carriers, inability or delay in obtaining supplies or suitable materials, or restricted access to Sites.

16 GENERAL

16.1 The Customer shall, at its own cost, promptly execute and deliver any documents and perform any acts reasonably required by Safegard to give full effect to the Contract and the Customer's obligations under it.

16.2 The Customer may not assign, subcontract or otherwise transfer any rights or obligations under the Contract without Safegard's prior written consent. Nothing in the Contract creates any partnership, agency or joint venture between the parties or authorises either party to bind the other.

16.3 No person other than the parties may enforce the Contract.

16.4 The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, correspondence or agreements. Each party acknowledges that it has not relied on any representation or warranty not expressly set out in the Contract. Nothing in this Clause limits liability for fraud or fraudulent misrepresentation.

16.5 If any provision of the Contract is found invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. No failure or delay by Safegard in exercising any right shall constitute a waiver of that or any other right.

16.6 Any notice required under the Contract shall be in writing and delivered to the address stated in the Safegard Order Acknowledgement (for the Customer) or the Safegard Address. Notices delivered by hand take effect upon delivery and notices sent by post 48 hours after posting.

16.7 Where applicable, if a dispute arises under or in connection with the Contract and a party refers the matter to adjudication, such adjudication shall be conducted in accordance with the Construction Contracts Act 2013 (Ireland), as amended from time to time.

16.8 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.
The parties submit to the exclusive jurisdiction of the Irish courts.

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