
ILS Engineering Ltd Standard Terms and Conditions for the supply of Products and Services

1. Preamble:

These are the terms and conditions under which ILS Engineering Ltd is willing to supply Products and Services to the Customer (the "**Conditions**"). Unless ILS Engineering Ltd otherwise agrees in writing, all Contracts are entered into on the basis of these Conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication used by the Customer or ILS Engineering Ltd in concluding a Contract.

2. Definitions and Interpretation:

2.1 In these Conditions: "**Contract**" means a contract for the supply of Products and/or Services between ILS Engineering Ltd and the Customer formed by ILS Engineering Ltd's written acceptance of the Customer's Purchase Order. "**Customer**" shall mean the party who has placed a Purchase Order which has been accepted by ILS Engineering Ltd, and with whom ILS Engineering Ltd has contracted to sell Products and/or Services under these Conditions. "**License**

Agreement" shall mean the license provided by the Vendor to the Customer granting the Customer the right to use the Products. This License Agreement defines the terms and conditions of the license by which the Vendor grants the right of use of the Product to the Customer and is a prerequisite to the use of the Product by the Customer. **"Premises"** means any building or location at which the Customer has facilities and at which ILS Engineering Ltd has agreed to supply the Customer. **"Price"** shall mean the price offered by ILS Engineering Ltd to the Customer which shall be communicated by sending a Price list or quotation to the Customer upon request. The Price will also be provided upon request on the website www.ilsLtd.com. Unless otherwise communicated in writing by ILS Engineering Ltd (via a quotation, for example), and especially on the website www.ilsLtd.com, the Price is subject to change and update from time to time. Any price communicated in writing by ILS Engineering Ltd, shall only be valid for a restricted period of time of 15 days. **"Products"** shall mean the products of the Vendors that are ordered by the Customer through ILS Engineering Ltd for delivery within the Territory. "Purchase Order" means a purchase order placed by the Customer within ILS Engineering Ltd according to the price communicated in writing by ILS Engineering Ltd. The Purchase order is subject to these Conditions and no general terms and conditions of purchase of the Customer shall apply. "Services" means the services of the Vendors that are ordered by the Customer through ILS Engineering Ltd for delivery in the Territory. "ILS Engineering Ltd" shall mean ILS Engineering Ltd with registered offices at Unit 15 Bullford Business Campus, Kilcoole, Co. Wicklow, A63 AW94. "ILS Engineering Ltd **Services**" means the services of ILS Engineering Ltd that are ordered by the Customer from ILS Engineering Ltd. **"Vendor"** means the publisher, manufacturer or distributor that licenses the Products, performs the Services, and/or has elected ILS Engineering Ltd as an expert to resell the Products and/or Services to the Customer. **"Working Day"** means a period of 8.5 hours between the hours of 9.00am – 5.30pm Monday through Thursday and 7 hours between the hours of 9.00am – 4.00pm

on Friday excluding Bank and public holidays of the country of ILS Engineering Ltd.

3. Binding Contract; Priority of Sale Terms:

These terms and conditions are subject to change without prior notice at any time, in ILS Engineering Ltd's sole discretion. Therefore, when ordering on the website, you should request T&C's periodically to review the current terms, especially before placing a purchase order because they are binding on you. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s).

4. Products and Services:

ILS Engineering Ltd agrees to supply to Customer with currently available Products and Services, subject to these Conditions, as implemented by individual Purchase Order. When the Purchase Order is registered within ILS Engineering Ltd, the Customer will receive an email of registration. When the Purchase Order is accepted by ILS Engineering Ltd, the Customer will receive a confirmation of the acceptance and the Purchase Order will become a Contract subject to those Conditions. Any ILS Engineering Ltd Services in respect of which a fixed or limited period has been agreed shall be provided by ILS Engineering Ltd for the period specified in the relevant Purchase Order during Working Days. Any continuing ILS Engineering Ltd Services in respect of which an indefinite period has been agreed shall be performed during Working Days by ILS Engineering Ltd until terminated in accordance with the relevant Purchase Order. The provision of ILS Engineering Ltd Services outside a Working Day is subject to ILS Engineering Ltd's prior agreement and shall also be subject to additional charges. ILS Engineering Ltd may appoint agents and/or sub-contractors to perform any of the ILS Engineering Ltd Services. Any work which ILS Engineering Ltd performs at the request of the Customer, which is additional to that specified in the Contract, may be separately charged for at ILS Engineering Ltd's prevailing rates. Services provided by the Vendor to the Customer are

subject to terms and conditions of the License agreement. From time to time, the Vendor will propose some Services to the Customer which are renewed automatically. It is the duty of the Customer to carefully read the terms and conditions of the Vendor, in the maintenance agreement as part of the License Agreement, and take any required step to cancel the maintenance agreement if this is the wish of the Customer. ILS Engineering Ltd can't be held liable for payment of Services that were automatically ordered due to the agreement signed and/or accepted between the Vendor and the Customer. Please note, ILS Engineering Ltd may record and / or monitor inbound and outbound calls and electronic traffic for training purposes.

The Customer undertakes that:

All details it provides to ILS Engineering Ltd for the purpose of purchasing Products or Services offered on ILS Engineering Ltd's web site are correct, and (b) the credit or debit card used by the Customer to make a purchase is the Customer's card, that the Customer is authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any Products or Services ordered from ILS Engineering Ltd. ILS Engineering Ltd reserve the right to obtain validation of a Customer's credit or debit card details before providing any Products or Services to the Customer. The Customer consents to ILS Engineering Ltd using the credit or debit card details provided by the Customer to obtain a credit reference and perform security checks.

ILS Engineering Ltd sells third party products, for third parties. Vendor and Customer realize that ILS Engineering Ltd is unaware or may be of the nature, condition or similar of the sold. ILS Engineering Ltd and/or the vendor provide regarding the lots and possible claims of third parties to these, no warranties of any kind. Customer waives all rights which do not belong to the vendor under mandatory law.

The lots are sold in the state in which they exist on the date of allocation with all its possible defects, benefits and burdens. ILS Engineering Ltd and/or vendor give in no indemnity for visible or hidden defects or warranty in connection with completeness, numbers, functioning, usability, saleability, the existence or absence of rights or claims of third parties and or the possibility of transfer to third parties. Defects of whatever kind, disappointed expectations of the customer and/or receiving third parties do not provide any entitlement to (damage) compensation and/or settlement and/or suspension. The customer shall be deemed to have carefully examined the lot bought by him beforehand.

If in respect of the lots claims of third parties arising from property reserved, (intellectual) property rights and/or other third party rights be exercised, Customer shall keep the relevant lot(s) for those third party(ies), under the obligation to issue this first request to that third party(ies), or otherwise to make appropriate arrangements with such third parties.

The vendor shall indemnify ILS Engineering Ltd against each claim of third party(ies). The customer indemnifies ILS Engineering Ltd and/or the vendor against each claim by a third party in connection with the purchase agreement.

5. Pricing and Payment:

Prices charged by ILS Engineering Ltd for Products and Services purchased hereunder shall be those Prices set forth in ILS Engineering Ltd's Global Pricing Structure (IGPS), which is based on the Vendor's price list (which is subject to change from time to time) applicable for the relevant Products and Services. Prices for all Products and Services will vary, based on ILS Engineering Ltd's purchasing arrangements with each Vendor. Prices shall be as posted, listed, or quoted by ILS Engineering Ltd from time to time. If ILS Engineering Ltd's purchasing arrangement with the Vendor changes, this Price will be subject to change. The Contract price does not include expenses, incidental costs (including but not limited to delivery charges) and Value Added Tax and any other applicable duties, taxes or imposts (including but not limited

to any export or import duties) all of which shall be paid by the Customer. VAT is charged at the rate applicable at the time of invoicing or otherwise in accordance with the law. All amounts payable hereunder are payable in full and remitted back to ILS Engineering Ltd without offset or deduction for taxes (including withholding tax) and custom duties. If ILS Engineering Ltd is required by law to remit any tax or duty on behalf of or on account of the Customer upon the delivery of the Products, the Customer agrees to reimburse ILS Engineering Ltd within thirty (30) days after ILS Engineering Ltd has notified the Customer in writing of such remittance. Customer agrees to provide ILS Engineering Ltd with valid tax exemption certificates in advance of any remittance otherwise required to be made by ILS Engineering Ltd on behalf of or on account of the Customer where such certificates are applicable. All Prices are exclusive of charges for shipping and handling. Unless otherwise specified, Products will be shipped via ground service, freight prepaid and added by ILS Engineering Ltd to the respective invoice (FCA Origin) and Customer will have to pay the transportation fees. ILS Engineering Ltd reserves the right to amend any quoted prices and delivery charges at any time prior to the date of dispatch of the Products and/or the date of performance of the Services. If the cost to ILS Engineering Ltd of performing the Contract increases as a result of any breach of these Conditions by the Customer, or the supply of incorrect or inadequate information from the Customer, or any change to the law, or any other reason beyond ILS Engineering Ltd's reasonable control, such increase shall be added to the amount payable under the Contract. ILS Engineering Ltd shall notify the Customer of its reasonable estimate, which the Customer shall be deemed to have accepted unless it notifies ILS Engineering Ltd to the contrary within seven (7) days of its receipt of such estimate. If the parties are unable to agree on any such increase, ILS Engineering Ltd may cancel the Contract without any liability on either party. Payment is due without any right of set off on presentation of invoice unless credit terms have been agreed in writing with ILS Engineering Ltd. ILS Engineering Ltd shall invoice Customer: on acceptance of the Customer's order in respect of software; on shipment in respect of hardware; on completion of

professional services or monthly in arrears in respect of recurring services unless otherwise agreed in writing and in advance in respect of maintenance and support services. In the event of collection efforts, the Customer agrees to pay all collection and other costs incurred by ILS Engineering Ltd, including but not limited to, reasonable solicitors' fees. The Customer must submit any errors or mistakes on any invoices to ILS Engineering Ltd in writing within 30 days of receipt of such invoice but shall not withhold any disputed payments. When a dispute is resolved in favour of the Customer or the invoice has been rendered improperly or at the incorrect time, ILS Engineering Ltd will promptly issue a credit note and/or a corrected invoice to the Customer. If the Customer is overdue with any payment due under the Contract then, without prejudice to any other right or remedy available to ILS Engineering Ltd, (a) the Customer shall be liable to pay interest on the overdue amount at the annual rate of four percent (4%) above the prevailing base lending rate of The Central Bank of Ireland or any other higher rate permitted by law, which interest shall accrue on a daily basis from the date payment became overdue from the relevant invoice date until ILS Engineering Ltd has received payment of the overdue amount together with interest that has accrued; and (b) ILS Engineering Ltd reserves the right to suspend contractual performance until the Customer has rectified matters, to terminate the Contract subject to the terms of Clause 9 (Termination) and/or to inform the Vendor of a non-authorized use of the Products, due to non-payment.

6. Freight and Delivery:

Shipments made pursuant to these Conditions shall be based upon the Contract. These Contracts shall set out the date of order, the quantity, the applicable Prices, delivery schedule and delivery address and may contain instructions as to routing, invoicing address and certification. Product availability depends on the availability of such Product from the Vendor. Delays in obtaining the Product from the Vendor may result in delays in delivering the Products to the Customer. The Customer bears all risk of loss or damage to Products and any media during transit. Shipping instructions and other pertinent delivery information shall be

included in the Purchase Orders issued in accordance with these terms and conditions. Title and risk in the Products shall pass to the Customer on delivery.

7. Returns: Return of defective Products:

For defective Products, Customer shall have the right to return the Product directly to the Vendor subject to the specific terms and conditions imposed by the Vendor of the Product in the Licence Agreement. The Vendor may provide limited returns for defective Products purchased hereunder. In order to know which conditions are applicable in such case, the Customer needs to refer to the License Agreement. Defective Products shall not be returned to ILS Engineering Ltd but to the Vendor.

Return of non-defective Products: Customer can from time to time have the right to return non defective Products subject to the specific terms and conditions imposed by the Vendor of the Product. If such Product is a shrink-wrapped product, it may only be returned unopened (the license seal must not be broken). The Vendor may provide limited or no returns for Products purchased hereunder. Non-stocked, special order Products, and documentation are not returnable, except when defective under the applicable warranty. Customer acknowledges that it will be subject to the return policies of the Vendor of the Products purchased. If the Vendor accepts the return of the Product, ILS Engineering Ltd shall, at its option, either (i) replace the Product, or (ii) grant Customer credit against future purchases in an amount equal to the purchase Price of the Product. Customer must obtain a RETURN AUTHORIZATION NUMBER (R.A. #) in advance of all returns, and prominently display that number on the outer packaging of the returned Product for credit to be applied. Returned Products will be accepted ONLY in the same condition as received by the Customer upon delivery by the ILS Engineering Ltd or the Vendor. Moreover, Returned Products will be accepted ONLY at the distribution facility identified by ILS Engineering Ltd at the time the R.A. # is issued, and must be addressed to the attention of the R.A. # issued. If the Product is not

received by ILS Engineering Ltd within fifteen (15) days of the date that the Return Authorization is granted (or such shorter time period specified by ILS Engineering Ltd when the Return Authorization is granted), or if the Product does not meet the rights of return as stated above, Customer shall have no right to receive credit or return such Product and shall have no further rights hereunder. Once the completed Return Material Authorisation ("RMA") request form is received and approved by Customer Account Services ("CAS") team, the CAS team will forward the paperwork to the finance department. The latter will apply credit to the Customer account within 30 days after receipt of the paperwork from the CAS team. Credit may be delayed if there are any discrepancies between Products returned and approved/authorized RMA. Credit may also be delayed if the return does not meet the standard pallet configuration. If the standard pallet configuration is not met, or if any extra costs are incurred by ILS Engineering Ltd, charge may be applied and subsequently subtracted from the final credit issued to Customer. All credits issued to Customer by ILS Engineering Ltd for any reason must be applied by the Customer within one year from the date the credit is issued. If not used within such period, credits will automatically expire. Shipping costs to return Product(s) shall be paid by Customer. ILS Engineering Ltd reserves the right to charge a fifteen percent (20%) administrative fee to Customer on all returns at any time. Customer acknowledges that it will be subject to all of the terms and conditions of such agreements, including all applicable return and adjustment policies, and it will respect such terms and conditions.

8. Warranty:

The Customer understands that ILS Engineering Ltd is acting in these Conditions as the reseller of the Products and Services of the Vendor and, as such, the Customer acknowledges that the sole warranties which the Customer will receive for the Products or Services are the warranties given by the Vendor of the Products or Services. Generally, ILS Engineering Ltd is not allowed by the Vendor to provide any other warranty of any kind covering any Products or

Services purchased hereunder by the Customer. The Vendor of each Product or Services will grant any warranty applicable to such Products or Services through the services agreement between Customer and Vendor. Therefore, the Products and Services are provided to the Customer "as is" by ILS Engineering Ltd. ILS Engineering Ltd does not provide any warranties, either express or implied, and excludes to the fullest extent permitted by law, any warranty, term, condition, representation or undertaking implied by statute, common law or otherwise. Without limiting the foregoing, ILS Engineering Ltd does not warrant that the Products or Services will meet Customer's requirements or that the operation of the Products will be uninterrupted or error free. The Customer agrees to look solely to the Vendor for satisfaction of any and all warranty claims relating to the Products or Services. ILS Engineering Ltd warrants and represents to the Customer that the ILS Engineering Ltd Services, when applicable, will comply with all applicable specifications, will be of satisfactory quality, and will comply with all applicable laws and regulations. ILS Engineering Ltd also warrants and represents to the Customer that the ILS Engineering Ltd Services will be performed by adequate numbers of appropriately qualified and trained personnel, with due care and diligence and to such standard of quality as it is reasonable for the Customer to expect in all the circumstances.

9. LIMITATION OF LIABILITY:

9.1 NOTHING IN THESE CONDITIONS OR ANY CONTRACT SHALL ACT TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR FOR FRAUD. 9.2 SUBJECT TO CLAUSE 9.1, ILS ENGINEERING LTD EXCLUDES ALL LIABILITY (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) FOR INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, WHICH SHALL BE CONSIDERED AS INDIRECT DAMAGES. 9.3 IF ILS ENGINEERING LTD SHALL BE LIABLE TO THE CUSTOMER FOR ANY MATTER

CONSIDERED AS DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THESE CONDITIONS, THEN (SUBJECT TO CLAUSES 9.1 AND 9.2) THE AMOUNT OF DAMAGES RECOVERABLE FROM ILS ENGINEERING LTD SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID BY CUSTOMER TO ILS ENGINEERING LTD UNDER THE CONTRACT.

10. Cancellation and Termination:

10.1 The Customer may not cancel any Contract without ILS Engineering Ltd's prior written consent. 10.2 Notwithstanding Clause 10.1, if the Customer cancels any Contract, the Customer agrees to meet all costs and expenses incurred by ILS Engineering Ltd as a result of such cancellation. 10.3 ILS Engineering Ltd or the Customer may terminate any Contract immediately at any time by written notice to the other if:

10.3.1 The other commits a material breach of the Contract which it fails to remedy within thirty (30) days of receiving written notice requiring it to do so; or
10.3.2 the other becomes insolvent, has a receiver or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purposes of solvent amalgamation or reconstruction). 10.4 Without limiting Clause 10.3, ILS Engineering Ltd may terminate the Contract immediately at any time by written notice to the Customer if the Customer for any reason fails to pay any sum due by the date of it becoming due and payable under this Contract. 10.5 Termination shall be without prejudice to the rights of either party accrued at the date of termination including ILS Engineering Ltd's right to payment for work performed up to the date of termination. 10.6 Acceleration of Payment. Upon termination of the Agreement, the due dates of all outstanding invoices to Customer for Products, Services and ILS Engineering Ltd Services will

automatically be accelerated so that they become due and payable on the effective date of termination, even if longer terms had been provided previously.

11. Confidential Information and Data Protection:

Each party shall preserve the secrecy of all confidential information of the other which it receives, keep such information secure and protected against theft, damage, loss or unauthorized access, and not use such information for any purpose except as contemplated by the Contract. Moreover, each party shall ensure that such obligations are observed by its employees, officers, agents and contractors. These obligations shall survive the variation, renewal or termination of the Contract for a period of three years but shall not apply to information which is already in or subsequently comes into the public domain through no fault of the recipient.

Each Party shall process personal data in accordance with the Data Protection Legislation (which includes applicable data protection legislation including the General Data Protection Regulation ((EU) 2016/679) (GDPR), the Data Protection Directive (95/46/EC), and any national implementing laws, regulations and secondary legislation) as amended from time to time. Terms used throughout this clause including “data controller”, “data processor”, “data subject”, “personal data” and “processing” are as defined in the Data Protection Legislation. Personal data processing will be accomplished through electronic and non-electronic means, for the purpose of these terms and conditions. Customer is responsible for obtaining the consent of all Customer related data subjects whose personal data is provided to or otherwise made available to ILS Engineering Ltd pursuant to these terms and conditions or any order. Customer authorises ILS Engineering Ltd to engage sub-processors to the extent required for the performance of these terms and conditions and/or any order. ILS Engineering Ltd shall in respect of any personal data of the Customer processed under these terms and conditions to maintain such personal data under

appropriate, commercially reasonable and sufficient technical and organisational security measures to protect such personal data or information and both Parties warrant to have taken all appropriate registrations under relevant EU Data Protection Legislation. Customer authorises ILS Engineering Ltd to transfer and (sub)process any personal data outside of the European Economic Area (EEA) in order to perform these terms and conditions and/or the orders, other legal obligations and/or for ILS Engineering Ltd's other legitimate interests, provided that such transfer is made in accordance with Data Protection Legislation. Transfers made within the ILS Engineering Ltd group of companies will be made under a legal framework compliant with the Data Protection Legislation such as the Privacy Shield or the European Commission approved Model Contract Clauses. ILS Engineering Ltd's privacy policy shall apply to orders placed. A copy of the policy can be found on ILS Engineering Ltd's website. Notwithstanding any other provision of these terms and conditions, Customer agrees that ILS Engineering Ltd shall not be considered a data processor or data controller or in any other way have any responsibilities or liability (and the Customer holds ILS Engineering Ltd harmless) in respect of the processing of personal data pursuant to a Product or Service (including cloud service) provided by a third party supplier of product or services transacted by ILS Engineering Ltd and where ILS Engineering Ltd is not processing such data. Such processing of personal data shall be subject to the arrangements and contract terms entered in to directly between Customer and the third party provider.

12. Export Restrictions:

12.1 Customer acknowledges that some goods are controlled for resale or export by the U.S. Department of Commerce, the EU or EU/EFTA member state bodies and / or other applicable restrictions and that such goods may require authorization prior to resale or export. Customer agrees that it will not export, re-export, or otherwise distribute goods, or any direct products thereof, in violation of any dual use restrictions and export control laws or regulations of the U.S., the EU or any EU/EFTA member state or other applicable jurisdiction.

12.2 Please note that (some of) the products supplied by us fall within the scope of the EU regulation 428/2009 and that an export license is required to transfer the goods outside of the EU. In case of export of these products outside of the EU, you will be responsible for obtaining such licences from the relevant authority.

12.3 Customer shall indemnify ILS Engineering Ltd for any claims, losses, costs, liability and charges, including reasonable legal fees incurred by ILS Engineering Ltd as a result of Customer's breach of any export controls or regulations.

12.4 It shall be the Customer's responsibility to comply with all export and other resale restrictions. Upon request the Customer agrees to reaffirm in writing its compliance and its intentions to comply with applicable export and restricted user and uses regulations.

13. Anti-Bribery

The Customer shall (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the US Foreign and Corrupt Practice Act ("Relevant Requirements") (ii) have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the UK Bribery Act 2010 (iii) promptly report to ILS Engineering Ltd any request or demand for any undue financial or other advantage of any kind received by Customer in connection with this Agreement (iv) immediately notify ILS Engineering Ltd if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners) and (v) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements. The Customer shall provide such supporting evidence of compliance as ILS Engineering Ltd may reasonably request. Breach of this clause shall be deemed a material breach.

14. General:

14.1 These Conditions and the documents referred to in it, including any purchase orders, constitute the entire agreement and understanding of the parties and supersedes any previous agreement or understanding between the parties relating to the subject matter of these Conditions or any purchase order; provided, however, that no terms or conditions printed on any purchase order shall have any effect unless explicitly agreed to by ILS Engineering Ltd in writing.

14.2 Neither party shall be in default or liable for any delay or failure of compliance with the Contract due to any event which is beyond the control of the defaulting party including, without limitation, fire, flood, hurricane, tornado, earthquake, war, embargo, riot or an unforeseeable intervention of any government authority provided the party suffering such delay or failure of compliance promptly notifies the other party of such delay or failure of compliance.

14.3 The relationship of the parties is that of independent contractors dealing at arm's length, and neither party shall have authority to act for, bind or otherwise create or assume any obligation on behalf of the other.

14.4 The failure or delay of either party to enforce any provision of these Conditions or any Contract does not constitute a waiver of it and shall in no way affect the right later to enforce the term.

14.5 The invalidity or unenforceability of any provision of these Conditions or any Contract shall not adversely affect the validity or enforceability of the remaining provisions.

14.6. Third Party rights: a person who or entity that is not a Party hereto has no right to enforce any term of these Conditions.

14.7 No variation to the scope or terms of these Conditions or the Contract shall take effect unless agreed in writing by ILS Engineering Ltd. All notices and other communications required or permitted to be served or given shall be in writing and sent by first class post, courier or facsimile to the intended recipient's address as specified above or such other address as either party may notify to the other

from time to time.
14.8 The construction, validity and performance of these Conditions and each and any Contract shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish Courts to resolve any disputes between them. These terms and conditions and Contracts shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.