

**EUROCABLES (BELFAST) LIMITED**  
**TERMS AND CONDITIONS OF BUSINESS**

**1. DEFINITIONS**

In these Terms and Conditions the following words have the following meanings unless the context requires otherwise:

“Contract” means any contract between You and Us incorporating these terms and conditions of business for the sale of Products and/or the provision of Services;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

“Products” means any products and/or goods ordered from Us by You or supplied or to be supplied by Us to You;

“Services” means the services and/or work to be performed by Us for You;

“We, Us, Our and Eurocables” means Eurocables (Belfast) Limited;

“You, Your, Yourself” means the person, persons, partnership, limited company, charity or public body to whom We supply the Products and/or the Services, together with their executors, administrators and assigns.

**2. BASIS OF CONTRACT**

2.1 These terms and conditions shall govern the agreement between You and Us to the exclusion of any other terms or conditions.

2.2 Orders placed by You leading to a contract which is not expressed to be subject to these terms and conditions shall still be subject to them.

2.3 These terms and conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to You.

2.4 No variation to these terms and conditions shall be binding on Us unless contained in Our quotation and/or order confirmation or agreed in writing between You and one of Our authorised representatives.

**3. ORDERS AND CONTRACT**

3.1 Unless otherwise expressly notified in writing, “Quotations” are not binding or capable of acceptance and are estimates only, and are subject to change at any time prior to acceptance of an order by Us.

3.2 We shall have the right to refuse to accept any orders placed for Products and/or Services.

3.3 You shall be responsible for the accuracy of an order and for giving Us any information necessary for Us to perform the Contract.

3.4 The Contract between You and Us shall come into effect on Our acceptance of Your order.

3.5 No order for Products and/or Services shall be deemed accepted by Us until the earlier of, confirmation by Our authorised representative, delivery of Product and/or Services, or the invoicing of Products and/or Services,

3.6 If You cancel this Contract for any reason You shall have no further recourse against Us under this Contract.

3.7. Should You wish to return goods sent to You as these are either no longer required or ordered incorrectly by You, please refer to Clause 11 – Return of Product.

**4. DELIVERY**

4.1 Dates for delivery and/or performance are estimates only and are not guaranteed. Time is not of the essence in relation to such dates.

4.2 We will use Our reasonable commercial endeavours to ensure delivery and/or performance on the dates specified.

4.3 Where Products are delivered by a third-party carrier, We shall have no Liability to You for any failure to deliver the Products on or before any agreed time or date. Our maximum Liability for any such failure shall be the charges paid to the carrier in respect of any such delivery.

4.4 Where Products are to be delivered in instalments, each delivery shall constitute a separate and distinct contract and failure by Us to deliver, or any claim by You in respect of any instalment shall not entitle You to repudiate and/or terminate this Contract as a whole.

4.5 Where Services are to be performed in stages, each separate stage shall constitute a separate and distinct contract and failure by Us to deliver, or any claim by You in respect of any stage shall not entitle You to repudiate and/or terminate this Contract as a whole.

4.6 You shall have no right to reject Products and/or Services and shall have no right to rescind for late delivery and/or performance unless the due date for delivery and/or performance has passed and You have served on Us a written notice requiring the Contract to be performed and giving Us not less than 14 days in which to do so and the notice has not been complied with.

4.7 We shall not be required to fulfil orders for Products and/or Services in the sequence in which they are placed.

4.8 You shall be responsible at Your own cost for all arrangements to unload the Products when delivered to You.

4.9 You shall procure during normal working hours that We have free rights of access to the address for delivery for the purpose of delivering the Products.

4.10 If You refuse to take delivery of any Products and/or to allow performance of the Services then We shall be entitled to withhold delivery and/or performance of any other Products and/or Services and to treat this Contract as repudiated by You and shall have the right to rescind this Contract. Should subsequent additional delivery charges be applied as a result of the above, these will be invoiced to You.

4.11 If the parties agree that the Products are to be collected from Our premises then You shall collect the Products within 5 working days of being notified that the Products are ready for collection. If the Products are not collected by You within the specified period We may despatch the Products to You at Your expense and risk, and/or store the Products at Your expense and risk until despatch and/or collection.

4.12 You may request written proof of delivery of the Products by providing us with a verbal or written request for such proof. The form of any proof of delivery is at our sole discretion. Subject to our receipt of such request within 1 month of the date of delivery of the Products, We shall use reasonable endeavours to provide such proof. We have no obligation to comply with requests received after 1 month of the date of delivery of the Products.

**5. POSTPONEMENT**

5.1 We will use Our reasonable commercial endeavours to comply with reasonable requests by You for postponement of delivery of the Products and/or performance of the Services but shall be under no obligation to do so.

5.2 Where delivery of the Products and/or performance of the Services is postponed at Your request then You shall pay all Our costs and expenses incurred as a result including reasonable charges for storage, transportation and insurance. In addition, You shall be obliged to pay for the Products and/or Services as if delivery and/or performance had not been postponed.

## **6. SITE FOR SERVICES**

6.1 You will allow and/or procure sufficient access to Our employees, sub-contractors and/or agents to allow them to carry out the Services.

6.2 You shall ensure a safe and secure environment for our employees, sub-contractors, and/or agents at all times.

6.3 You will allow and/or procure sufficient unloading space, facilities, equipment and access to power supplies to allow the Services to be carried out.

6.4 You will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.

## **7. PRICE**

7.1 The price of the Products and/or the Services shall be as quoted to You, subject to clause 3.1 above.

7.2 Except as otherwise stated, prices include Our charges (if any) for transport, packaging and insurance, unless such delivery is deemed at our sole discretion to be a special delivery.

7.3 We may increase Our prices in relation to the Products and/or the Services which We have agreed to supply where the increase is to take account of increases in costs, expenses and/or materials suffered by Us.

7.4 Our prices are exclusive of any applicable VAT for which You shall additionally be liable.

7.5 Our terms of payment, unless otherwise expressly confirmed in writing by Our authorised representative, are full settlement within 30 days of the end of the month following the date of Our invoice. Time for payment shall be of the essence.

7.6 If You fail to make any payment in full on or before the due date We may charge You interest (both before and after judgment) on the amount unpaid at the rate of 5% above the base rate from time to time of The Bank of England. Such interest shall be compounded with monthly rests.

7.7 Any monies received by Us from You may be applied by Us at Our option against any additional administrative costs and interest charged prior to application against any principal sums due from You against which it may be applied in any order.

7.8 We shall be entitled to invoice each delivery of Products and/or stage of the Services separately.

7.9 You shall pay all sums due to Us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies, unless otherwise expressly agreed and confirmed in writing by Our authorised representative.

7.10 Payment shall not be deemed to be made until We have received either cash or cleared funds in respect of the full amount outstanding.

7.11 We shall be entitled to render an invoice to You any time on or after delivery of the Products and/or on or after completion of the Services.

7.12 If payment in full is not made to Us when due then We may withhold or suspend future or current deliveries of the Products and/or performance of the Services and delivery and/or performance under any other agreement with You.

7.13 If any Services are cancelled or this Contract terminated or delivery and/or performance is suspended before completion of the Services We shall be entitled to be paid on a quantum meruit basis for that part of the Services performed. We may invoice You accordingly and such monies shall be immediately due for payment.

## **8. CREDIT LIMIT**

8.1 We will set a credit limit for You, this will be the limit on outstanding monies (including uncleared funds) owed to Us from You at any Time. This credit limit will be reviewed from time to time and any Changes in Your credit limit will be notified to You.

8.2 We reserve the right to refuse to accept orders for Products and/or Services and/or to suspend or withhold delivery of Products and/or the performance of the Services if such Products and/or Services would result in You exceeding Your credit limit or the credit limit is already exceeded.

## **9. SPECIFICATION**

9.1 We shall have no Liability for errors in any specification or details supplied by You and You are solely responsible for their accuracy.

9.2 Details and/or specifications in brochures and price lists produced by Us or the Product Manufacturer are intended as a guide only and only give a general approximation of the Products and/or Services.

9.3 You agree to indemnify and keep Us indemnified against any and all claims, losses, proceedings, actions, awards, liabilities, costs (including legal costs on a full indemnity basis and increased administration costs) expenses, damages and any other losses and/or liabilities arising out of Our use of specifications, details and/or drawings supplied by You.

9.4 You confirm and agree that You have not relied upon the details and information contained in Our brochure unless You have sought and obtained express written confirmation from Us of their accuracy.

9.5 We reserve the right to make changes to the specification of the Products and/or Services as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse effect on the quality and/or performance of the Products and/or the Services.

## **10. CANCELLATION**

10.1 You may cancel any Order for delivery of Products and/or performance of Services at any time up to 7 days before the due date for despatch and/or performance as appropriate. You shall have no Liability to Us in relation to any Contract cancelled in accordance with this clause, unless otherwise expressly asserted on Our sales quote or order confirmation, or otherwise in writing, or specifically asserted in clause 8.2 or elsewhere in these terms and conditions.

10.2 You shall have no right to cancel any Order for delivery of Products and/or performance of Services when such Products and/or Services are deemed to be a back to back Order or otherwise specially sourced or specified to Your requirement (including Cable cut to non-standard lengths) You will indemnify Us and keep Us indemnified against the full Order Value of these Products and/or Services.

10.3 For the purposes of this Contract a "Back to Back Order" shall be defined as any Order placed by You to Us that necessitates Us to purposely source the Product and/or Services from a Third Party to fulfil Your Order to Us.

10.4 If You purport to cancel this Contract or any Order for delivery of Products and/or performance of Services later than the above time limits and/or refuse to accept delivery of ordered Products and/or performance of ordered Services You will indemnify and keep Us indemnified against any and all lost profits, costs (including increased administration costs and legal costs), expenses, damages and any other loss and/or Liability suffered by Us as a result. We will consequently apply a charge of 25% of the Contract value without having to prove our action.

## **11. RETURN OF PRODUCT**

11.1 Prior to return of any Product a Returns Authorisation Number must be obtained from Us, and be clearly marked on all Product returned. The returned Product must be accompanied by a full and comprehensive description of the reason for return, together with Batch numbers, if provided, and original invoice and delivery note details.

11.2 A Returns Authorisation Number shall not be issued if the Product is non-returnable or subject to any other express restriction in this regard. Non-returnable Product shall include any Product deemed to be a Back to Back Order or otherwise specially sourced or specified to your requirement (including all Cable cut to non-standard lengths).

11.3 A Returns Authorisation Number shall not be issued until We receive written confirmation of Your acceptance of any relevant handling charge or restocking charge.

11.4 The returned Product shall be subject to inspection and/or testing upon arrival at Our premises. If We deem the Product to be free from defect and in a condition fit for resale, We shall issue a Credit to You for the price of the Product, less a charge of 25% of the contracted Product value, to cover all incidental costs suffered by Us including any handling or restocking charges. We shall have no obligation to prove our action.

11.5 If upon inspection and/or testing We deem the Product to be defective We shall have no liability to You other than that expressed elsewhere in these terms and conditions.

11.6 If the Product is deemed to be in a condition unfit for resale, the Product shall be returned to You at Your cost and We shall have no further liability to You in respect of the Product.

11.7 We shall have no Liability, other than expressed elsewhere in these terms and conditions, for any Product and/or Services for which We have not issued a Returns Authorisation Number.

## **12. PROPERTY AND RISK AND RETENTION OF TITLE**

12.1 Risk in the Products shall pass to You at the time of delivery. Delivery shall be deemed to occur:

12.1.1 at the time when the Products arrive at the place of delivery if We deliver the Products by Our own transport or We arrange transport in accordance with a specific contractual obligation; or

12.1.2 when the Products leave Our premises; if collected by You, or

12.1.3 after the expiration of 5 days after You have been notified of it, if the Products are available for collection from Us in accordance with clause 4.11 above.

12.2 We shall retain title in the Products, including full legal and beneficial ownership, until We have received payment in full in cash or cleared funds of all sums due for all Products and/or Services supplied to You by Us under this Contract and any other Contracts or agreements between Us and You. Payment of the full price of the Products shall include the amount of any interest or other sum payable under the terms and condition of this and all other Contracts between You and Us under which Products and/or Services were delivered.

12.3 Until payment in full of the price for all Products supplied to You the Products shall be stored separately from any products or goods belonging to You or any third party and must be clearly marked and identified as being Our property. You agree that Our employees and/or agents shall be entitled to enter Your premises to check compliance with this clause.

12.4 Until title in the Products has passed to You, You shall keep the Products insured for the price at which the Products were sold to You against all insurable risks and shall account to Us for any monies relating to the Products under any such policy of insurance upon receipt of the same. Any monies received from You by Us in accordance with this clause shall not discharge Your liability to pay the price for the Products plus interest accrued in accordance with clause 7.7 but shall be set off against any such liability.

12.5 You are licensed to agree to sell the Products to Your customers provided that you inform such customers of the clauses contained in this section 12 and impose upon such customers the same obligations that apply to You under this section 12. You act as Our bailee in respect of any such sale and shall immediately upon receipt of any proceeds of sale, and whether or not payment has become due under clause 7.5 above, remit to Us the full purchase price of the Products sold, less any sum that has already been paid to Us. Until such sums have been remitted to Us You shall hold them as Our trustee and/or agent.

12.6 In the event of You entering into any formal insolvency process, then You and/or the Insolvency Practitioners shall immediately upon receipt, and whether or not due under clause 7.5, remit to Us the full purchase price of the Product and/or Services sold, less any amount that has already been paid to Us. Until such sums have been remitted to Us You and/or the Insolvency Practitioners shall hold them as Our trustee and/or agent.

## **13. DEFAULT**

13.1 If You:-

13.1.1 fail to make any payment to Us when due;

13.1.2 breach the terms of this Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

13.1.3 persistently breach the terms of this Contract;

13.1.4 pledge or charge any Products which remain Our property, or cease or threaten to cease to carry on business, or propose to compound with Your creditors, apply for an interim order under Section 226 of the Insolvency (Northern Ireland) Order 1989 (Section 252 of the Insolvency Act 1986), or being a company, enter into voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of Your assets, or take or suffer any similar action in any jurisdiction;

13.1.5 appear to Us due to Your credit rating to be financially inadequate to meet Your obligations under the Contract; and/or

13.1.6 appear reasonably to Us to be about to suffer any of the above events; then We shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 13.2 below.

13.2 If any of the events set out in clause 13.1 above occurs in relation to You then:-

13.2.1 We may enter, without prior notice, any of Your premises (or premises of third parties with their consent) where Products owned by Us may be and repossess and dispose of or sell any Products found which are owned by Us so as to discharge any sums due to Us under this Contract or any other agreement with You;

13.2.2 You shall not re-sell or part with the possession of any Products owned by Us until You have paid in full all sums due to Us under this Contract or any other agreement with You;

13.2.3 We will withhold delivery of any undelivered Products and stop any Products in transit;

13.2.4 We will withhold the performance of any Services and cease any Services in progress;

13.2.5 We may cancel, terminate and/or suspend without Liability to You any agreement with You;

13.2.6 all monies owed by You to Us shall forthwith become due and payable; and/or

13.2.7 all monies owed to You by Us shall be off-set against monies owed by You to Us, up to the total amount of monies owed by You to Us.

13.3 We shall have a lien over all property or goods belonging to You which may be in Our possession in respect of all sums due from You to Us, including any monies due to you.

13.4 Upon the termination of the Contract for any reason if any monies due to Us from You have not been paid within 14 days of such termination We may sell any property or goods over which We have a lien in accordance with clause 13.3 above (and You agree that We may give good title for such property and/or goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by You to Us, thirdly in payment of any principal sums owed to Us and fourthly We shall account to You for the remainder (if any).

#### **14. GUARANTEE**

14.1 Guarantees and/or Warranties shall, in respect of Product, be limited to those offered by the Manufacturer and subject to the Manufacturers terms and conditions in this regard, and in respect of Services, be limited to 12 months from the date of performance of the Services.

14.2 The guarantees and/or Warranties in clause 14.1 above is given by Us subject to the following conditions:-

14.2.1 We shall be under no Liability in respect of any defect in the Products and/or Services arising from any drawing, design or specification supplied by You;

14.2.2 We shall be under no Liability in respect of any faults arising after risk in the Products has passed which is caused by any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Products and/or Services as appropriate; and/or

14.2.3 We shall be under no Liability in respect of any faults or defects caused by wilful damage, abnormal working conditions, environmental damage, failure to follow Our instructions, misuse, alteration or repair of Products and/or Services without Our approval, improper maintenance or negligence on Your part or a third party.

14.3 If any Products and/or Services prove to be defective and are covered by the guarantee in clause 14.1 above then We shall at Our sole option either repair or replace or re-perform such Products and/or Services or refund the price for such Products and/or Services. Provided We comply with this clause the repair, replacement and/or re-performance shall be Your sole remedy in respect of claims under the guarantee under clause 14.1 above.

14.4 Any work carried out by Us which is not covered by the guarantee in clause 14.1 above will be charged for.

14.5 We agree that We will repair, replace or re-perform defective Products and/or Services covered by the guarantee in clause 14.1 above within a reasonable time of being notified by You of the defect.

14.6 We shall have no Liability to You under the guarantee in clause 14.1 above unless any defect is notified to Us within 10 working days of the defect becoming apparent or suspected or when it should reasonably have become apparent to or suspected by You.

14.7 The guarantee in clause 14.1 above will not apply if You have not paid in full for the relevant Products and/or Services on the due date for payment.

14.8 You guarantee that You will pass on to all of Your customers for the Products all information as to the use and safe handling of those Products as We may provide to You.

14.9 All guarantees, warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law or regulation.

14.10 Eurocables will not take any responsibility for corrosion or other damage to their products where they have been installed in areas where there is fertilizer, chemicals present either in the air or in the soil or areas with emissions of heavy polluted air.

#### **15. REPAIR AND REPLACEMENT**

15.1 We will at Our option either refund the price, repair or issue chargeable advance replacement of any defective Products where the defect is apparent on inspection provided that the defect is notified to Us within 10 working days of delivery of such Products and said defect is not excluded from Warranty or Guarantee under Section 14 of these terms and conditions.

15.2 We will at Our option either refund the price or re-perform any defective Services where the defect is apparent on inspection and said defect is not excluded from Warranty or Guarantee under Section 14 of these terms and conditions.

15.3 We shall have the right upon Our request to inspect the subject-matter of any allegedly defective Services, and We will not have any Liability for defective Services until We have been allowed to make such inspection and are satisfied as to the nature and cause of such defect.

15.4 We may at Our sole discretion refund the price, repair or issue chargeable advance replacement of defective Products which are not notified to Us within the specified time limit where in Our opinion the defect would not have been ascertainable on inspection and has been notified to Us as soon as reasonably practicable, subject to the other limitations stated in clause 15.1.

15.5 We may at our sole discretion refund the price or re-perform any defective Services which are not notified to Us within the specified time limit where in our opinion the defect would not have been ascertainable on inspection and has been notified to Us as soon as reasonably practicable, subject to the other limitations stated in clause 15.2.

15.6 We will at Our option either refund the price of or replace free of further charge any Products missing from a delivery or collection of Products, provided that the missing items are notified to Us within 5 working days of delivery or collection, or, in the event of total non-delivery or non-collection, this fact is notified to Us within 5 working days of receipt of the invoice by You, and upon investigation, we are satisfied that the notified items were not delivered to or collected by You.

15.7 All advance replacements of Products shall be chargeable and invoiced at date of delivery and subject to Our terms of payment as stated in section 7.

15.8 If, following inspection and/or testing of the returned Products the defect is established by Us or the Product Manufacturer, and Guarantee or Warranty cover is established, We shall issue a credit for the defective Products, up to our liability with regard to the defective Products, but not exceeding the price paid in respect of same. If no defect is established, or Our liability in respect of the defect is limited under these terms and conditions, the Product will be returned to you and We shall have no further liability in this respect.

## **16. LIMITATIONS ON LIABILITY**

16.1 We shall have no Liability for any defect in the Products caused or contributed to as a result of the Products being used for display or demonstration purposes or being handled by Your customers.

16.2 We shall have no Liability for any defect caused by wear and tear, accident, lightning or other environmental damage, neglect, improper use or use except in accordance with instructions and advice of Our authorised representatives or the Manufacturer of the product.

16.3 We shall have no Liability for defective Products and/or Services where the defect has been caused or contributed to by You.

16.4 We shall have no Liability to You if the price for the Products and/or the Services has not been paid in full by the due date for payment.

16.5 We shall have no Liability to You for defective Products and/or Services, Products not despatched or Products damaged or lost in transit unless the event is notified to Us within the appropriate time limit set out in this Contract.

16.6 We shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by Your continued use of defective Products and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to You.

16.7 You shall give Us a reasonable opportunity to remedy any matter for which We are liable before You incur any costs and/or expenses in remedying the matter Yourself. If You do not do so We shall have no Liability to You.

16.8 You shall produce to Us written evidence of any claims for which it is alleged that We are liable together with written details of how loss was caused by Us and the steps You have taken to mitigate the loss before We shall have any Liability for the claim by You.

16.9 We shall have no Liability to You to the extent that You are covered by any policy of insurance and You shall ensure that Your insurers waive any and all rights of subrogation they may have against Us.

16.10 Product batch information, when supplied to You, must be recorded for future reference and Product traceability. We shall have no liability to You where such Product batch information cannot be supplied by You, or is found to be incorrect.

16.11 We shall have no Liability for any matters which are outside Our reasonable control.

16.12 We shall have no Liability to You for any:-

16.12.1 consequential losses (including loss of profits and/or damage to goodwill);

16.12.2 economic and/or other similar losses;

16.12.3 special damages and indirect losses; and/or

16.12.4 business interruption, loss of business, contracts and/or opportunity.

16.13 You shall be under a duty to mitigate any loss, damage, costs or expenses that You may suffer (including by maintaining an adequate stock of Products).

16.14 Our Liability to You in relation to any one claim shall not exceed the price paid in respect of the Products and/or Services to which that claim relates.

16.15 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

16.15.1 Liability for breach of contract;

16.15.2 Liability in tort (including negligence); and

16.15.3 Liability for breach of statutory duty; except clause 16.14 above which shall apply once only in respect of all the said types of Liability.

16.16 Nothing in this Contract shall exclude or limit Our Liability for death or personal injury due to Our negligence or any other Liability which it is not permitted to exclude or limit as a matter of law.

16.17 Nothing in this Contract shall exclude or limit any of Your statutory rights which may not be excluded or limited due to You acting as a consumer.

16.18 The limitations in this Contract are necessary in order to allow Us to provide the Products and/or the Services at Our current prices.

16.19 If You require greater protection then We may agree to modify the limitations and extend Our guarantees in return for the payment of a higher price for the Products and/or Services.

## **17. HIRE OF EQUIPMENT**

17.1 In the event that you hire Equipment from Us, Risk in the Equipment shall pass to You at the time of delivery to You or collection by You, and revert back to Us upon You returning the Equipment to Us and Us acknowledging receipt of same (the Hire Period).

17.2 Upon return of the Equipment to Us by You, the Equipment shall be inspected and/or tested by Us and:

17.2.1 You shall be immediately liable for the replacement cost of all items knowingly not returned or otherwise found to be missing upon inspection;

17.2.2 You shall be immediately liable for the full cost of repair, including all incidental costs, of the Equipment if damaged while under Your charge, and/or

17.2.3 You shall be immediately liable for the replacement cost of any Equipment deemed by Us or the Equipment Manufacturer to be damaged beyond reasonable repair.

17.3 You shall, during the entire Hire Period, keep the Equipment insured for the replacement cost of the Equipment against all insurable risks and shall account to Us for any monies relating to the Equipment under any such policy of insurance upon receipt of the same. Any monies received from You by Us in accordance with this clause shall not discharge your liability as set out in clause 18.2 but shall be set off against any such liability.

## 18. CONFIDENTIALITY

18.1 You agree that You will keep confidential and not use except for purposes contemplated by this Contract all information relating to the Products and/or the Services which may be disclosed to You or which You may learn except where such information is public knowledge or it is required to be disclosed by law.

18.2 Each party agrees with the other that it will keep all confidential business information regarding the other party confidential and not disclose or use such information which may be disclosed to it or which it may learn except where such information is public knowledge or it is required to be disclosed by law.

## 19. GENERAL

19.1 You agree to indemnify and keep Us indemnified against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered by Us and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by You.

19.2 Non-enforcement of any term or condition contained herein shall not be considered a waiver thereof and shall not prevent Us from enforcing the remaining terms and conditions nor shall it prevent Us from enforcing the same term or condition thereafter.

19.3 In the event that any of these terms and conditions are, in whole or in part, in conflict with any rule of law or statutory provision or otherwise unenforceable under law, such invalidity or unenforceability shall not invalidate the remainder of the affected term or condition, or any of the other terms and conditions hereof nor any other Contract or Agreement between You and Us.

19.4 We shall not be liable to You for any delay in performance of this Contract to the extent that such delay is due to any events outside Our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lockouts, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If We are affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

19.5 All third-party rights are excluded and no third party shall have any right to enforce this Contract.

19.6 The placing of an order for Product and/or Services shall indicate acceptance of these terms and conditions, as updated from time to time and published on our website and other company material, to the exclusion of any other terms and conditions.

19.7 This Contract is governed by and interpreted in accordance with the law pertaining to the jurisdiction of Northern Ireland and it is agreed by the parties that any Contract formed under the terms and conditions herein is formed within the said jurisdiction.

## 20. DATA PROTECTION

20.1. You are informed and You acknowledge that, in the course of our business relationship, We will collect and further process personal data relating to You and Your employees and agents or communicated by You (hereinafter referred to as "Your Data"), for the purpose of managing Your Orders and, more generally, managing Our business relationship. By conducting this processing, We are therefore pursuing Our legitimate interest to conduct business with You.

20.2. Your Data may include Your contact details, such as name, surname, email address, professional phone number and postal address, as well as Your bank account details if You are contracting in your individual capacity.

20.3. The processing of such Data is necessary for Us in order to be able to manage Our contractual relationship efficiently. Your Data will only be accessed by Our employees on a need-to-know basis only, in accordance with the purposes set forth above or insofar as such access is required by law. We may also share Your Data with Our affiliates for the purpose of processing Your order and conducting the delivery of the Products to Your premises, as necessary.

20.4. We will retain Your Data for the duration of Our contractual relationship plus the relevant prescription period, except to the extent that we are required by law to retain it for a longer period of time (in which case, we will retain it for the period required by law).

20.5. You have a right to obtain information and access the data that we are processing about You, and to request that such data be (i) rectified if it is inaccurate or incomplete, (ii) erased if it is no longer necessary for the purpose of the processing, or (iii) that its processing be restricted in certain circumstances. You may also object to the processing of Your data that we conduct in Our legitimate interests, on grounds relating to Your particular situation.

20.6. You also have the right to lodge a complaint with the Information Commissioner Office ([www.ico.org.uk](http://www.ico.org.uk)) if You think that any of Your rights have been infringed by Us.

20.7. You can obtain additional information on the processing of Your Data and on Your rights in this respect by accessing our Privacy Notice.

20.8. To the extent that You provide Us with personal data relating to Your employees or agents, in the course of Our business relationship, You undertake to provide them with the information contained in this Section 20.

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I am authorised to accept these Terms and Conditions of Business on behalf of the Organisation named below and hereby accept same

Customer Name \_\_\_\_\_

Authorised Person \_\_\_\_\_ (Print Name)

Authorised Person \_\_\_\_\_ (Signature)

Date \_\_\_\_\_