

GENERAL TERMS AND CONDITIONS

These are the terms and conditions of NTI Digital Solutions Ireland Limited trading as NTi Ireland having its registered office at Unit 17 The Seapoint Building, 44-45 Clontarf Road, Clontarf Dublin 3, Clontarf, Dublin, Ireland (**NTi Ireland**) (including its successors and assigns).

By procuring goods and services from NTi Ireland, you are agreeing to these terms and conditions. Please read them carefully.

NTi Ireland reserves the right to amend, replace or modify these terms and conditions at any time and from time to time.

1 Scope

- 1.1 These Terms of Sale ("**Terms of Sale**") apply to all purchases of products (including, without limitation, consumables, hardware and/or software) ("**Products**") and/or services (including without limitation, maintenance and support, consulting and training services) ("**Services**") by any Customer (being the entity ordering the Products and/or Services) procured from or through NTi Ireland, for Customer's own internal use for its business purposes or in its capacity as a public sector entity.
- 1.2 If an individual wishes to purchase Products or Services for personal use as a consumer, alternative terms and conditions apply.

2 Quote and Ordering

- 2.1 Any prices, quotations and descriptions made or referred to by NTi Ireland are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our express acceptance of your order (as described below).
- 2.2 While we make every effort to ensure that items quoted or appearing on our website are available, we cannot guarantee that all items are in stock or immediately available when you submit your order. We may reject your order (without liability) if we are unable to process or fulfil it. If this is the case, we will refund any prior payment that you have made for any item(s).
- 2.3 An order submitted by you constitutes an offer by you to us to purchase Products and/or Services on the basis of these Terms of Sale and is subject to our subsequent acceptance.
- 2.4 Prior to such acceptance, an automatic e-mail acknowledgement of your order may be generated. Please note that any such automatic acknowledgement does not constitute a formal acceptance of your order.
- 2.5 Our acceptance of your order takes effect and the contract is concluded at the point where such offer is expressly accepted by us dispatching your order/commencing the provisions of Services and accepting your credit card or other payment or by the issue of an invoice provided a credit account has been pre-agreed or is in place prior to any order ("**Acceptance**").
- 2.6 After Acceptance, orders may only be cancelled:

- 2.6.1 Except for bespoke or customised products made specifically to your order which cannot be cancelled after Acceptance, where you order a software subscription from us directly, you have a maximum of 15 days from processed software subscription to request termination & refund of that subscription. In the case of any other software, once the packing seal is broken this software cannot be returned. All cancellation notices including for software subscriptions must be in writing by email and addressed to **info-ie@nti-group.com** and must be received within the designated time frame. If you have paid in advance, you will be refunded within 30 days of our receiving the cancellation notice.
- 2.6.2 For AUTODESK Subscriptions and without prejudice to clause [8.1.4]:
- (a) For public sector entities that order directly from NTi Ireland, you have a maximum of 15 days from processed software subscription to request termination & refund of that subscription. In the case of any other software, once the packing seal is broken this software cannot be returned. All cancellation notices including software subscriptions must be in writing by email and addressed to **info-ie@nti-group.com** and must be received within the designated time frame. If you have paid in advance, you will be refunded within 30 days of giving the cancellation notice.
 - (b) For all other Customers, subscriptions purchased directly from Autodesk can be cancelled within a specific timeframe for a full refund. For monthly subscriptions, you have 15 days from the purchase or renewal date to request a refund. For annual or 3-year subscriptions, you have 30 days from the purchase or renewal date to request a refund. Subscriptions purchased directly from Autodesk online typically auto-renew unless you manually turn off auto-renewal in your Autodesk account settings. You can cancel your subscription or turn off auto-renewal through your Autodesk Account. Even after cancelling a subscription, you may have a limited period to access documents stored in the cloud, typically 30 days. Please see <https://www.autodesk.com/eu/support/account/manage/billing/cancel> for up to date information.
- 2.6.3 In the case of training courses, NTi Ireland reserve the right to re-schedule courses if the minimum number requirement has not been met. NTi Ireland will endeavour to give delegates as much notice as possible of courses being re-scheduled. NTi Ireland will not be liable for any costs incurred by the delegate in the event of a course being re-scheduled including but not limited to any travelling, subsistence or other expenses.

3 Customer Representations

- 3.1 You represent that information provided by you when placing your order is up-to-date, materially accurate and is sufficient for us to fulfil your order. You are responsible for maintaining and promptly updating your account information with us for accuracy and completeness and for keeping such information (and any passwords given to you) secure against unauthorised access.
- 3.2 You represent that you have legal capacity and authority to enter into these Terms of Sale.

- 3.3 You warrant, represent and undertake to comply with and use the Products and Services in accordance with these Terms of Sale and shall not do anything to infringe the rights of any third party.
- 3.4 You warrant, represent and undertake and that you own or have obtained valid licences, consents, permission and rights necessary to fulfil all of your obligations under these Terms of Sale.
- 3.5 Customer will defend and indemnify NTi Ireland against any third party claim resulting from a breach of this clause 3 and/or from Customer's infringement or misappropriation of intellectual property rights of NTi Ireland or third parties.

4 Price and Terms of Payment

- 4.1 Prices (unless stated otherwise in an Acceptance) are in the currency quoted on our website which is Euro and remain valid for 30 days from the date of Acceptance.
- 4.2 Prices payable for Products or Services are those in effect at the time of dispatch or delivery, unless otherwise expressly agreed. We will generally honour the posted price, although we reserve the right to correct the price and offer to sell you the Products or Services at the correct market price in situations where the price advertised is clearly an error as evidenced by being substantially under market. Accordingly, prices may be indicated on our website or an order acknowledgement but the authoritative price in the event of any discrepancy, is the price that is notified to you on our Acceptance. We also reserve the right at any time prior to our Acceptance to withdraw any discount and/or to revise prices to take into account increases in costs including (without limitation) costs of any materials, carriage, labour or the increase or imposition of any tax, duty or other levy and any variation in exchange rates or which arises from any other factor outside of our control or where any increase in costs is caused by you (including without limitation caused by any change in delivery dates or failure to give us adequate information or instructions).
- 4.3 We reserve the right to notify you of any mistakes in Product descriptions prior to Product dispatch. In such event, if you choose to continue with fulfilment of the order, you acknowledge that the Product will be provided in accordance with such revised description. This means that the Products received may differ from those ordered, as long as they substantially meet or exceed the specifications as per the documentation of the originally ordered Products.
- 4.4 The places that we deliver to are: for all Products and Services, the island of Ireland; in the case of software subscriptions, anywhere in the EU; and, by prior agreement in writing anywhere else in the EU for all other Products. Unless otherwise specified, prices quoted are:
 - 4.4.1 exclusive of the costs of packaging, shipping or carriage (including insurance) to the agreed place of delivery (charges for which will be provided to the Customer in advance of dispatch, where practicable); and
 - 4.4.2 exclusive of VAT and any other tax, charge or duty which (where applicable) must be added to the price payable and will be added to the invoice as a separate line item.
- 4.5 Payment shall be made prior to delivery and by such methods as are indicated on our website or our Acceptance (and not by any other means unless we have given our prior agreement in writing).

- 4.6 Except as expressly provided elsewhere in these Terms of Sale, where delivery is made in instalments, payment may be taken in full notwithstanding any claim for short delivery or defects.
- 4.7 We will charge credit or debit cards on dispatch of the Product or on commencement of performance of the Services. We reserve the right to verify credit or debit card payments prior to Acceptance.
- 4.8 Where the payment is invoiced, each invoice shall be due on and made in full within thirty (30) days of the date of relevant invoice provided a credit account has been pre-agreed or is in place prior to any order. If at any time you fail to pay any amount due on the relevant due date, we may by notice declare all invoiced amounts unpaid at that date to be immediately due and payable. Interest shall be chargeable on overdue amounts accruing on a daily basis at the maximum amount permitted under applicable law from the due date for payment until our receipt of the full amount (whether before or after judgement). You shall indemnify us on demand against any out of pocket expenses incurred in relation to recovery of any overdue amounts.
- 4.9 No counterclaim or set-off may be deducted from any payment due to us without our written consent. We may also take action against you for the price of Products at any time after payment has become due even though property in those Products may not yet have passed to you. In the case of software subscriptions it should be noted that non-payment of a subscription also infringes the terms of the license agreement for the software.
- 4.10 Any extension of credit allowed to you may be changed or withdrawn at any time.

5 Termination

- 5.1 If you commit an act of bankruptcy or enter into a deed of arrangement with creditors or a court order for winding-up is made against you or you take or suffer any similar action in consequence of debt or we have cause to believe that you are unable to pay your debts as they fall due; or you fail to pay any amount by the due date or breach any of these Terms of Sale then, without prejudice to any of our other rights, we may:
- 5.1.1 stop any Products in transit; and/or
 - 5.1.2 suspend further Product deliveries; and/or
 - 5.1.3 stop or suspend provision of Services; and/or
 - 5.1.4 by written notice to you to terminate your order and all or any other contracts between us and you.
- 5.2 Any provision of these Terms of Sale that expressly or by implication is intended to come into or continue in force on or after termination of any order shall remain in full force and effect and termination of any order shall not affect any of our rights and obligations which have accrued up to the date of termination.

6 Delivery and Risk

- 6.1 Delivery timescales/dates specified by NTi Ireland, in any order acknowledgement, Acceptance or otherwise are estimates only. While we endeavour to meet such timescales or dates, we do not undertake to dispatch Products and/or commence Services by a particular date or dates and shall not be liable to you in respect of delays or any failure to do so.

- 6.2 Delivery shall be to a valid address: within the island of Ireland; or in the case of software subscriptions within the EU; and, by prior agreement in writing anywhere in the EU for all other goods & services, as notified by the Customer to NTi Ireland on any order ("**Delivery Address**") and subject to Acceptance. You must check the Delivery Address on any order acknowledgement or Acceptance we provide and notify us without delay of errors or omissions. We reserve the right to charge you for any extra costs arising from changes you make to the Delivery Address after you submit an order. Software may be provided by delivery of physical media or through electronic means.
- 6.3 Save as otherwise provided in these Terms of Sale, risk of loss of or damage to the Products passes to you on delivery or when placed in your possession or that of any carrier or transport provided by you, whichever shall occur first. "Delivery" will occur: (1) for hardware or software delivered through physical media, once it has arrived at the agreed delivery address; (2) for software delivered electronically, once it is made available for download and Customer is informed or activation codes are sent out to Customer where required.
- 6.4 If you refuse or fail to take delivery of Products provided in accordance with these Terms, any risk of loss or damage to the Products shall nonetheless pass to you and without prejudice to any other rights or remedies we have:
- 6.4.1 We shall be entitled to immediate payment in full for the Products or Services delivered and either to effect delivery by whatever means we consider appropriate or to store Products at your risk;
- 6.4.2 You shall be liable to pay on demand all costs of Product storage and any additional costs incurred as a result of such refusal or failure to take delivery;
- 6.4.3 We shall be entitled 30 days after the agreed date for delivery to dispose of any Products in such manner as we determine and may set off any proceeds of sale against any sums due from you.
- 6.5 You shall not be entitled to reject the Products in whole or in part by reason of short delivery and shall pay in full notwithstanding short delivery or non-delivery unless you notify us in writing of any claim within 7 days of the date of receipt of the relevant invoice or delivery whereupon you shall pay for the quantity actually delivered.
- 6.6 Where we deliver Products or Services by instalments, each instalment constitutes a separate contract and any defect in any one or more instalments shall not entitle you to repudiate the contract as a whole nor to cancel any subsequent instalment.

7 Rejection, Damage or Loss on Transit

- 7.1 You are responsible for checking Products upon Delivery and verifying that they are in satisfactory condition, in accordance with their description and complete.
- 7.2 We shall not be liable and you shall not be entitled to reject Products or Services, except for:
- 7.2.1 damage to or loss of Products or any part thereof in transit (where the Products are carried by our own transport or by a carrier on our behalf) where notified to us within 5 working days of Delivery;
- 7.2.2 defects in Products (not being defects caused by any act, neglect or default on your part) notified in writing to us within 15 days of Delivery;

provided always that we shall not be liable for any damage or losses arising from defective installation of the Products; from the use of the Products in connection with other defective, unsuitable or defectively installed equipment; your negligence; improper use or any use in any manner inconsistent with the manufacturer's specifications or instructions.

7.2.3 where it is proved to our satisfaction there is a shortage or failure to deliver, or any defect in or damage to a Product or Service in transit is caused by us, and has been notified to us in accordance with clause 7.2, we may at our option:

- (a) in the case of Product shortage or non-delivery make good any such shortage or non-delivery; and/or
- (b) in the case of damage or any defect(s) in the Product:
 - (i) Replace or repair any damaged or defective Product returning to us by you; or;
 - (ii) Refund the price paid in respect of any Products found to be damaged or defective.

7.3 If any Products or Services are not rejected after Delivery in accordance with clause 7.2.1, the Customer exclusive rights in respect of such Products or Services is for breach of Warranty in accordance with clause 13.

8 Services

8.1 NTi Ireland will provide Services in accordance with the Acceptance with reasonable skill and care and in accordance with generally accepted industry practice and these Terms of Sale for the period specified in the Acceptance.

8.2 Unless expressly stated otherwise in an Acceptance, support and maintenance services for any Product will only commence once the applicable warranty period begins and for Software will apply only to the current or immediately prior release of the Software and will automatically expire [on the date specified in the Acceptance]. Support and maintenance services do not include any problems that are excluded from warranty coverage or that do not affect the Products functionality.

8.3 The Customer shall co-operate with NTi Ireland in all matters relating to the Services including but not limited to providing NTi Ireland remote and onsite access to the Products and to the Customer's premises and other facilities as may reasonably be requested by NTi Ireland and by providing NTi Ireland with all information required to perform the Services.

9 Software

9.1 Where any Product supplied is or includes software ("**Software**"), this Software is licensed by us or by the relevant licensor/owner subject to the relevant end-user license agreement or other licence terms included with the Software ("**License Terms**") and/or the Product. In addition:

9.1.1 Such Software may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, reverse engineered or combined with any other software, save to the extent that (i) this is permitted in the License Terms, or (ii) applicable law expressly mandates such a right which cannot legally be excluded by contract.

- 9.1.2 Save to the extent provided for in any applicable License Terms, your rights of return and/or to a refund under these Terms of Sale do not apply in the event that you open the Software shrink-wrap and/or break the license seal and/or use the Software or in the case of software subscriptions do not notify us within 20 days that you wish to return the software subscription (please see clause 2.6.1 for cancellation email address).
- 9.1.3 Except to the extent expressly provided by us in writing or under the relevant License Terms, Software is provided as is' without any warranties, terms or conditions as to quality, fitness for purpose, performance or correspondence with description and we do not offer any warranties or guarantees in relation to Software installation, configuration or error/defect correction. You are advised to refer to any License Terms with regards to determining your rights against a manufacturer, licensor or supplier of the Software.
- 9.1.4 Notwithstanding any other provisions herein, and except for Autodesk subscriptions procured by public sector entities through NTi Ireland, any third party Products acquired by Customer are subject to the standard terms, license, services, warranty, indemnity, support terms and applicable data privacy terms or data processing agreement of the third party manufacturer/supplier (as each may be available from the third party manufacturer/supplier to the Customer), or an applicable agreement between Customer and such manufacturer/supplier. Customer agrees to adhere to such terms and, unless expressly included in any Services supplied by NTi Ireland through an Acceptance, that it shall contact such third party directly for support or other issues. Any warranty, data privacy, damages or indemnity claims against NTi Ireland in relation to Products are excluded. Maintaining software license compliance is the sole responsibility of the Customer regardless of whether NTi Ireland have been asked or contracted to deploy any Software. This is an express term of doing business with NTi Ireland.

10 Liability

- 10.1 TO THE MAXIMUM EXTENT LEGALLY PERMITTED, NTI IRELAND'S AGGREGATE LIABILITY (WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION (EXCEPT, IF FRAUDULENT) OR OTHERWISE) SHALL IN NO CIRCUMSTANCES EXCEED THE COST OF THE DEFECTIVE, DAMAGED OR UNDELIVERED PRODUCTS OR SERVICES (DETERMINED BY NET PRICE INVOICED/CHARGED TO YOU) IN RESPECT OF ANY SINGLE OCCURRENCE OR SERIES OF OCCURRENCES. EVEN IF ADVISED OF THE SAME, WE SHALL NOT BE LIABLE FOR:
- 10.1.1 SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; OR
- 10.1.2 LOSS OF SALES OR LOSS OF INCOME, REVENUE, PROFITS, CONTRACTS, DATA, GOODWILL OR SAVINGS.
- 10.2 SUBJECT TO ANY EXPRESS PROVISIONS TO THE CONTRARY SET OUT IN THESE TERMS OF SALE, ALL TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE) ARE HEREBY EXCLUDED. WE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHETHER RESULTING FROM DEFECTIVE MATERIAL, FAULTY WORKMANSHIP, OR OTHERWISE HOWSOEVER ARISING AND WHETHER OR NOT CAUSED BY OUR (OR OUR EMPLOYEES' OR AGENTS' NEGLIGENCE) EXCEPT TO THE EXTENT THAT APPLICABLE LAW PROHIBITS EXCLUSIONS OR LIMITATIONS OF LIABILITY FOR INTENTIONAL TORTS OR GROSS NEGLIGENCE OR OTHER WRONGS'.

- 10.3 WE DO NOT EXCLUDE LIABILITY FOR (1) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE (OR THAT OF OUR EMPLOYEES OR AUTHORISED REPRESENTATIVES) OR (2) FRAUD.
- 10.4 WE ACCEPT NO LIABILITY FOR ANY DAMAGES RELATED TO ANY THIRD PARTY PRODUCTS.
- 10.5 WITHOUT PREJUDICE TO THE ABOVE, THE CUSTOMER IS RESPONSIBLE FOR ITS DATA AND WILL IMPLEMENT NECESSARY MEASURES TO PREVENT AND MITIGATE DAMAGES IN LINE WITH THE CRITICALITY OF ANY DATA FOR ITS BUSINESS AND IN COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS.
- 10.6 THE FOREGOING LIMITATION ALSO APPLY IN FAVOUR OF NTI IRELAND AFFILIATES. FOR THE PURPOSES OF THIS CLAUSE 10.6 AFFILIATES MEANS ANY OTHER ENTITY THAT CONTROLS, IS OWNED BY, CONTROLLED BY OR UNDER COMMON OWNERSHIP OR CONTROL WITH NTI IRELAND, WITH CONTROL MEANING 50% OF THE VOTING RIGHTS OR OWNERSHIP INTERESTS.

11 Retention of Title

- 11.1 Title to Products shall not pass from us (or from the third party provider/manufacturer) to you until payment in full of the price in respect of such order (including any interest or other payments due in respect of those Products). Until payment has been made in full for any Products, you shall have possession of those Products as our agent and shall (subject to the provisions of Condition 11.2 below) store the Products in such a way as to enable them to be readily identified as our property, and keep proper and accurate records to enable us to distinguish Products for which payment has been made in full from those Products for which payment is outstanding. The Customer shall also keep the Products insured on NTi Ireland's behalf for its full price against all risks with a reputable insurer.
- 11.2 If, notwithstanding clause 11.1, you sell any Products before title to the Products has passed to you, without prejudice to any other rights we may have, to the fullest extent permitted by law, you shall hold (on a fiduciary basis) all proceeds of such sales in trust for us and in a separate account. You undertake immediately upon being so requested by us to assign to us all rights in respect of those proceeds and that separate account and/or all rights and claims which you may have against any customers arising from such sales until payment is made in full as aforesaid and not to assign such rights and claims to any third party without our prior written consent.
- 11.3 We reserve the right (subject to applicable law) to repossess any Products in respect of which payment is overdue or declined and thereafter to re-sell the same and for this purpose, you hereby grant us an irrevocable right and licence to our servants and agents to enter upon your premises during normal business hours. All costs incurred by NTi Ireland in repossessing the Products shall be borne by the Customer. This Condition 11.3 shall continue in force notwithstanding termination of the contract howsoever caused.

12 Intellectual Property

- 12.1 NTi Ireland grants Customer a non-exclusive, non-transferable, revocable licence to use (without the right to sublicense) any Deliverables (being any work product supplied by NTi Ireland to Customer pursuant to [an Order]) and not to any Products for Customer's internal business purposes only and subject always to these Terms of Sale. NTi Ireland retains all rights not expressly granted to Customer pursuant to this clause 12.1.

- 12.2 The Customer retains any intellectual property rights in materials provided to NTi Ireland in connection with the performance of any Services. The Customer grants NTi Ireland a non-exclusive, non-transferable right to use any Customer materials in the performance of Services for the Customer.
- 12.3 The Customer shall indemnify NTi Ireland against any and all liabilities, claims and costs incurred by or made against us as a direct or indirect result of us performing Services or carrying out any work on or to the Products where this has been done to the Customer's (or your representative's) specific requirements or specifications causing an infringement or alleged infringement of any proprietary rights of any third party. This indemnity applies whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of NTi Ireland.
- 12.4 To the fullest extent permitted by law and save where expressly set out in any License Terms or elsewhere, we shall have no liability to you in the event of the Products or Services infringing or being alleged to infringe the proprietary rights of any third party. In the event that the Products are or may be the subject of patent, copyright, database right, registered design, trade mark or other rights of any third party, you should refer to the relevant terms of the Product manufacturer and/or licensor/owner. We shall be obliged to transfer to you only such right or title as we have.

13 **Warranty**

- 13.1 All Product specifications, illustrations, drawings, particulars, dimensions, performance data and other information on our website or otherwise made available by us are intended to represent no more than a general illustration of the Products and do not constitute a warranty or representation by us that the Products will conform with the same. You must refer to the manufacturer's specifications or warranty documentation to determine your rights and remedies in this regard.
- 13.2 You will have the benefit of the manufacturer's, licensor's or supplier's warranty with the Products supplied by NTi Ireland and should refer to the relevant documentation supplied with the Product in this regard. Those manufacturer's, licensor's or supplier's warranty are your sole and exclusive remedy in case of breach of warranty and all warranties implied by law are excluded to the greatest extent possible.
- 13.3 Your rights of repair or replacement of any Products or any part or parts thereof which are found to be defective will (except where agreed otherwise) be negated or rendered void where:
- 13.3.1 Products have been repaired or altered by persons other than the manufacturer, NTi Ireland [or any authorised dealer]; and/or
 - 13.3.2 defective Product or Products have not been returned after Delivery together with full details in writing of the alleged defects in the time limit specified in clause []; and/or
 - 13.3.3 defects are due (wholly or partially) to mistreatment, improper use or storage or maintenance or installation, or failure to observe any manufacturers' instructions or other directions issued or made available by NTi Ireland in connection with the delivered Products.

13.4 NTi Ireland will perform the Services with reasonable skill and care and in accordance with generally accepted industry practice. Customer must notify NTi Ireland of any failure to so perform within five (5) days after the date on which such failure occurs and, where NTi Ireland are satisfied any failure has not been caused or contributed to by the Customer, NTi Ireland will use reasonable endeavours to correct any such failure within a reasonable period after such notification. If NTi Ireland is unable to remedy any such failure within a reasonable period, Customer may terminate the affected Services by providing written notice to NTi Ireland.

13.5 Unless agreed otherwise or required by applicable law, any warranties provided in relation to Products or Services only extend to you on the understanding that you are not a reseller of those Products or Services.

13.6 No warranty, commitment or any other obligation should ever be assumed by you on our behalf or on behalf of a Product manufacturer, licensor or supplier in the absence of express written confirmation.

14 **Consents, Customs, Duties and Export**

14.1 If any licence or consent of any government or other authority is required for the acquisition, carriage or use of the Products by you, you shall obtain such licence or consent at your own expense and if necessary produce evidence to us on demand. Failure so to do shall not entitle you to withhold or delay payment of the price. Any additional expenses or charges incurred by us resulting from such failure shall be met by you.

14.2 Products licensed or sold to you under these Terms of Sale may be subject to export control laws and economic sanctions laws. You shall be responsible for complying with those laws and will not do anything to breach them. Customer will defend and indemnify NTi Ireland against any third party claim arising from a breach of the foregoing.

14.3 Items entering the European Economic Area (EEA) from outside over a certain value may be subject to customs charges (e.g. where costs are in excess of your personal import allowance). You may be subject to customs charges, import duties and taxes, levied when the Product reaches your Delivery Address. Any such additional charges for customs clearance or import duties or taxes must be met by you, since we have no control over what these charges are. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties.

15 **Notices**

15.1 A notice or communication given to a Party under or in connection with the Contract shall be in writing and sent to the Party's registered address or principal place of business or to the email address or to the fax number notified in writing to the other Party.

15.2 Any notice or communication shall be deemed to have been received:

15.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;

15.2.2 if sent by post or other next working day delivery service providing proof of postage at the time recorded by the delivery service;

15.2.3 if sent by email, at the time of transmission; or

15.2.4 if sent by fax, at the time of transmission.

15.3 If deemed receipt under clause 15.2 would occur outside business hours, it shall be deferred until business hours resume. In this Clause 15.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday.

15.4 This clause 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16 Data Protection

16.1 The Parties will comply with all data protection laws and regulations applicable to the processing of personal data under these Terms of Sale. In this section “**personal data**”, “**controller**”, “**processor**” and “**processing**” will have the meaning set out in the applicable data protection legislation.

16.2 To the extent that NTi Ireland processes any personal data on behalf of Customer in the performance of its obligations under these Terms of Sale, NTi Ireland will only do so as required to fulfil its legal obligations pursuant these Terms of Sale and pursuant to a Data Processing Agreement to be entered into between NTi Ireland and the Customer, in a form acceptable to NTi Ireland, prior to any such disclosure.

16.3 Customer is responsible for:

16.3.1 maintaining reasonable measures to avoid Nti Ireland’s access to personal data not required by Nti Ireland in provision of any Products or Services; and

16.3.2 obtaining all necessary rights, permissions and consents associated with disclosure of any required personal data to NTi Ireland, prior to such disclosure;

16.3.3 procuring that the Parties enter into a Data Processing Agreement, in a form acceptable to NTi Ireland, prior to any disclosure.

17 Confidentiality

17.1 The Customer shall keep in strict confidence:

17.1.1 all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by NTi Ireland or its agents; and

17.1.2 any other confidential information concerning NTi Ireland’s business or its products or services which the Customer may obtain.

17.2 The Customer shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Customer's obligations to NTi Ireland, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

17.3 All materials, equipment and tools, drawings, specifications and data supplied by NTi Ireland to the Customer shall at all times be and remain the exclusive property of NTi Ireland, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to NTi Ireland, and shall not be disposed of or used other than in accordance with NTi Ireland's written instructions or authorisation.

18 General

- 18.1 You shall not assign, transfer, charge or make over or purport to assign transfer charge to make over your rights under these Terms of Sale.
- 18.2 We shall not be liable to you nor held in breach of contract for any loss or damage which may be suffered as a direct or indirect result of us being prevented, hindered or delayed in the performance by reason of any circumstances beyond our reasonable control including (but not limited to) any act of God, war, riot, civil commotion, government action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labour disturbance, breakdown of plant or machinery, interruption in the supply of power or materials and in such event we may elect to cancel your order and refund any payments made.
- 18.3 You acknowledge that these Terms of Sale supersede and cancel all previous contracts, agreements and working arrangements whether oral or written, express or implied, between us. These Terms of Sale shall prevail over any inconsistent terms or conditions contained in or referred to in the Customer's order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing. No addition to, variation of, exclusion or attempted exclusion of any of these Terms of Sale shall be binding on NTi Ireland unless in writing and signed by a duly authorised representative of NTi Ireland. To the fullest extent permitted under applicable law, we reserve the right to modify these Terms of Sale without notice.
- 18.4 No relaxation, forbearance, delay or indulgence by either you or us in enforcing any of these Terms or the granting of time by either party to the other shall prejudice or restrict such rights and powers.
- 18.5 No waiver of any term or condition of these Terms of Sale shall be effective unless made in writing and signed by us. The waiver of any breach of any these Terms of Sale shall not be construed as a waiver of any subsequent breach or condition.
- 18.6 If for any reason we determine or a court of competent jurisdiction finds that any provision or portion of these Terms of Sale to be illegal, unenforceable, or invalid under applicable law in a particular jurisdiction:
- 18.6.1 these Terms of Sale will not be affected in other jurisdictions to the extent that such determination or finding has no application; and
 - 18.6.2 in the relevant jurisdiction, the remainder of these Terms of Sale (to the fullest extent permitted by law) will continue in full force and effect.

19 Governing Law and Jurisdiction

- 19.1 The construction validity and performance of these Terms of Sale shall be governed by Irish law and the parties submit to the exclusive jurisdiction of the Irish Courts in the event of legal proceedings arising from any dispute.
- 19.2 The language of any dispute resolution procedure or any proceedings will be English.