

TERMS AND CONDITIONS

1. **General.** The Terms and Conditions outlined herein shall apply to the services or the sale of goods by Omega Engineering Services Limited (hereinafter referred to as Company) thereunder. No additional or contrary terms shall be binding upon the Company unless agreed to in writing.

2. **Schedule Dates & Delays.** Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's receipt of services or goods shall constitute a waiver of any claims for delay.

3. **Payment.** Unless otherwise stated by the Company, the Terms of Payment are net cash payable in full upon delivery. The Purchaser agrees that it shall make no deduction or set-off against sums due to the Company on the sale of services or goods to the Purchaser. As per applicable law, any overdue payment will bear interest at a rate of seven percent above the main refinancing rate from time to time of European Central Bank from the due date until payment is received in full by the Company. For the sale of goods, no transfer of title shall occur until payment is received in full by the Company.

4. **Taxes And Price.** Unless otherwise stated, the Purchaser shall pay all VAT, sales and other taxes and levies of whatever nature chargeable on the purchase price of the services or goods. The Company reserves the right to amend the purchase price of the services or goods in the case of error and omission.

5. **Limitation Of Liability.** The remedies of the Purchaser set forth herein are exclusive, and the maximum liability of the Company, howsoever arising out of or in connection with the contract, except for damages for death or personal injury caused by the deliberate or wilful acts (including negligence by whatever name known) of the Company, its servants or agents, shall under no circumstances exceed an amount equal to the value of the contract. The Company shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. The provisions of this Article 5 shall survive the termination of the contract.

6. **Warranty.** The Company warrants that goods manufactured by the Company and furnished under this contract, will be free of defects in material and workmanship for a period of six months from the date of delivery and at its option, shall either repair or replace such goods, provided the Purchaser promptly notifies the

Company of defects therein, within said period. The Company makes no performance warranty and effects such as corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 6, THE GOODS AND ALL SERVICES ARE PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Intellectual Property.** Any Intellectual Property rights in connection with the contract shall remain with the Company unless otherwise agreed in writing by the Company.

8. **Non Solicitation.** The Purchaser agree not to employ or solicit employment of any person employed by the Company without prior written consent by the Company, unless the person in question has ceased to be employed by the Company for a period of 6 months.

9. **Assignment.** Neither party shall assign or transfer this contract without the prior written consent of the other party.

10. **Severability.** If any provision of this contract is found invalid or unenforceable under any applicable laws or regulations, that provision will be deemed stricken from this Agreement, but its invalidity or unenforceability will not invalidate any other provisions of this contract.

11. **Choice Of Law, Choice Of Forum.** This contract shall be governed by the laws of the Republic of Ireland and exclusive jurisdiction is given to the Irish courts.

12. **Confidential Information.** Each party shall, and shall procure that, its servants or agents shall keep secret and shall not at any time either during the term of this agreement, or after its termination for whatever reason, use, communicate, reveal, or cause any unauthorised disclosure (whether direct or indirect), whether through any failure to exercise all due care and diligence or otherwise, to any person for its own or another's benefit, any of the Confidential Information of the other party or its suppliers or customers which shall have come to its knowledge. Each party further agrees to use the other party's Confidential Information only for the purposes of the sale of services or goods and for no other purpose, and not to disclose the Confidential Information to any third party for any purpose whatsoever without the express prior written consent of the other.