

TERMS AND CONDITIONS

Limitation of Liability

Your specific attention is drawn to clauses 7 and 8 of these terms and conditions which set out the limitation of our liability to you. Please read carefully.

1. Introduction

These terms and conditions of business set out the terms upon which (“OBW”) will provide Services and/or the delivery of Goods. Unless variation is agreed in writing, these terms and conditions of business will apply to all Works provided by OBW.

2. Definitions

Client shall mean any person, partnerships, companies, professional associations, or other organisations entering a contract to purchase goods and/or service from OBW and that Client’s personal representatives, successors and permitted assigns.

Control Enclosure – A structure that contains electrical control equipment (relay panels, batteries, SCADA system, AC panel, DC panel, etc.).

Contract shall mean the Sales Order together with these terms and conditions issued by OBW. The Sales Order is normally issued following the client’s acceptance of the OBW Quotation on the issuance of a Purchase Order by the Client.

Contract Price shall mean the price in the Sales Order together with VAT at the applicable rate.

Goods shall mean any material or thing included in the Sales Order.

OBW shall mean OBW Technologies Limited with its registered address at Unit 2, Crossagalla Enterprise Centre, Ballysimon Road, Limerick.

Purchase Order shall mean purchase order issued from the Client to OBW. The Purchase Order is normally sent to OBW via electronic communication referencing client’s purchase order number.

Quotation shall mean the OBW quotation provided to the client which provides the exact price for the goods and/or service to be provided and/or an outline of the scope of services and goods to be provided as applicable.

Sales Order shall mean the order confirmation by OBW issued to the Client via electronic communication which forms the basis of all goods and/or services to be provided by OBW to the Client and which constitutes the contract between OBW and the Client.

Service shall mean any services including the provision of personnel for carrying out agreed works as defined in the OBW Quotation and/or Service Level Agreement, and/or Sales Order.

Service Level Agreement (SLA) shall mean the agreement between OBW and the Client regarding the service and maintenance of the Gas Detection System on behalf of the Client and defines the service standards OBW is obligated to meet.

Scope of Work shall mean the agreement between the Client and OBW of the required work to complete a project which will be documented in a scope statement document which will be signed by both parties.

Scope Statement shall mean a document that defines all the elements of the project scope as well as objectives, deliverables, out of scope items and assumptions which will be signed off by both parties.

Specifications shall mean the category of OBW documentation outlined in the Quotation and/or Sales Order. OBW specification documentation varies from project to project and is outlined in the OBW Quotation and/or Sales Order as may be necessary.

Site Acceptance Test (SAT) Documentation and Contract shall mean the document drafted and used as a means of capturing testing procedures of the Gas Detection System to show the system is installed and commissioned properly and interfaces with other systems and peripherals in its working environment.

Variations shall mean an alteration to the Scope of Work originally specified in the sales order and/or scope statement, whether by way of an addition, omission, or substitution to the works and/or materials, or through a change to the manner in which the works are to be carried out and may be subject to a variation quotation.

3. Basis of Contract

These terms and conditions of business shall form the basis for each Contract. The Purchase Order shall constitute an offer by the Client to purchase the Goods and/or Service in accordance with the Purchase Order and these terms and conditions shall supersede and exclude any terms and conditions proposed by the Client or contained in or endorsed upon any correspondence or documents issued by the Client save in so far as they may have been expressly accepted as variations in writing by OBW in accordance with Clause 4 of these terms and conditions.

The Purchase Order shall be deemed to be accepted when OBW issues a Sales Order to the Client at which point the Contract shall come into existence.

Any reference to legislation or a legislative provision is a reference to it as amended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

A Quotation for the service/and or goods provided by OBW shall not constitute an offer. A Quotation shall only be valid for a period of 30 days from its date of issue.

4. Variation to these terms and conditions.

Neither OBW nor the Client shall be bound by any variation, addition to or amendment of these terms and conditions unless such variations are agreed by an updated or new Sales Order issued by OBW in writing.

If OBW are providing the design specifications for the Contract, OBW shall provide outline design documentation as Rev A (Schematic, Block Diagram, 2D layout drawing, C&E) for review by the Client. After an agreed period for the review of Rev A, OBW shall provide a reiteration of the design documentation based on the comments and feedback received from the Client and this shall be Rev B. This reiteration (Rev B) will become the actualised design of the Scope of Works to be approved by the client to become IFC (Issued for Construction) documentation. Any alterations after this submittal (Rev B) shall become a Variation to this contract with cost implications which will be confirmed by an updated/new OBW Sales Order issued to the Client.

5. Client Obligations

5.1 Information, Decisions and Clarifications

- In order not to delay OBW in the performance of the Service, the Client shall within a reasonable time give to OBW, free of cost, all information which may pertain to the Service which the Client is able to obtain. Client responses to submittals are required within 10 working days.

- On all matters referred to the Client in writing by OBW, the Client shall give its decision in writing within a reasonable time so as not to delay the service and in any event not later than 10 number of working days.
- Where matters require clarification, or doubts have arisen, it is the responsibility of the Client, its staff or authorised persons to resolve these concerns through specific enquiries or by requesting more detailed information.
- Confirmation of site readiness must be communicated to OBW 48 hours in advance of the scheduled work start date. OBW will supply a site readiness checklist to the site contact/contractor. This needs to be completed and returned to OBW 48 hours in advance of scheduled works to prove all pre-commissioning requirements have been met and the site is ready for OBW to attend and conduct the planned works.
- The Client must make known to OBW any permitting and/or site access requirements in advance of scheduled work. The Client must facilitate OBW in a timely manner with site inductions and access as required.

5.2 *Equipment and Facilities*

- For the purpose of the service, the Client shall make available to OBW, free of cost, the equipment and facilities described in the Scope of Works which may include personnel, equipment and/or facilities.

5.3 *Supply of Client's Personnel*

- In consultation with OBW, the Client shall at its own cost arrange for the selection and provision of personnel in their employment to OBW in accordance with the Contract. In connection with the provision of the Service such personnel shall take all reasonable instructions from OBW. Such personnel shall at all times remain employees of the Client who shall retain full responsibility and control of such personnel at all times.
- The personnel to be supplied by the Client, and any future replacements that may be necessary, shall be subject to the acceptance of OBW; such acceptance shall not be unreasonably withheld.
- If the Client cannot supply personnel for which they are responsible, and it is agreed to be necessary for the satisfactory performance of the service, OBW shall arrange for such supply as a variation to the Contract.

5.4 *Client's Representative*

The Client shall designate an official or individual to be their representative for the administration of the Service as the main point of contact. In the event that this person changes during the course of the performance of the Contract the Client shall inform OBW of the identity of the new person in writing within 48 hours after such change occurring.

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5.5 *Outline Programme of Works*

It is the Client's responsibility to furnish OBW with an outline programme of works within 7 working days after receipt of the Contract.

5.6 *Project Design*

It is the Client's responsibility to engage the services of an engineering consultant for design specifications to be carried out in the Contract unless OBW are providing the design specifications for the Contract. If OBW are the nominated engineering consultant and once final proofs/materials/drawings (FAT – Factory Acceptance Test or SAT Site Acceptance Test documents) have been agreed in writing by the Client and OBW, OBW cannot be held responsible financially or otherwise for any Client request deviations of the Rev A. 2D block diagram approved at design stage.

5.7 *Hire and Demo Services*

For Clients who hire OBW equipment or are provided with demo instruments in advance of a sale, the following Client obligations apply:

- The instrument must be returned in the condition it was received and any damage caused will be subject to a repair charge to the Client.
- The instrument(s) will be returned to OBW by the date stated in the OBW quotation, unless otherwise agreed.
- In the case of late delivery a penalty fee which equates to 25% plus VAT of the hire weekly rate will apply on a daily basis until the instrument is received by OBW.
- Whilst the instrument(s) is in the client's possession it will only be used in accordance with the operating instructions issued by OBW.
- The instrument(s) should be returned to OBW at the client's own expense and the client may be held liable for any damages incurred during transit. The obligations of the Client in this regard will not cease until the instrument(s) have been safely delivered back to OBW.

6 Cancellation Policy

6.1 Reschedule or Cancellation of Services

The Client and OBW will confirm a date to attend site. It will be the Client's responsibility to ensure that OBW will have access to the location to provide the Service as agreed in advance and that the site meets all OBW's communicated requirements to carry out the Works.

If any delay arises in providing access to OBW or the site is not ready for the agreed Works to proceed on the agreed date of the Service, the Client will be charged the daily rate fee in accordance with the terms of the Contract for OBW personnel on site from the time of arrival and any additional costs incurred that cannot be reimbursed, to include but not limited to accommodation and travel expenses.

The Client must provide OBW with at least 72 hours' notice if they wish to reschedule the date of the proposed Service. This may result in a delay to the client's schedule of work to accommodate other OBW pre-scheduled commitments.

If less than 72 hours' notice is provided by the Client, the Client shall be responsible for a rescheduling fee up to 100% of the cost of a full two days allocated labour of OBW personnel in accordance with the terms of the Contract and any additional costs incurred that cannot be reimbursed to include, but not limited to, accommodation or travel expenses.

6.2 Cancellation of Orders

A cancellation fee of 20% of the value of goods on orders up to €10,000 applies if cancelled within two weeks of Sales Order issuance. Any orders up to €10,000 cancelled after the two-week cancellation period will be subject to a 100% cancellation fee. For parts orders in excess of €10,000 and/or customer specific orders, a 100% cancellation fee will apply after a Sales Order has been issued. Cancellation must be sent in writing to sales@obw.ie and is only effective once acknowledged by OBW.

7 Liability

7.1 No liability of any nature shall be incurred or accepted by OBW in respect of any representation whether expressly or made by implication by OBW or on their behalf to the Client or to any party acting on their behalf, prior to the acceptance of the Contract where such representations were made or given in relation to;

- (i)** The correspondence of the Goods with any description; or
- (ii)** The quality of the Goods; or
- (iii)** The fitness of the Goods for any purpose whatsoever.

7.2 No liability of any nature shall be accepted by OBW to the Client in respect of any expressed term of the Contract where such term relates in any way to:

- (i) The correspondence of the Goods with any description; or
- (ii) The quality of the Goods; or
- (iii) The fitness of the Goods for any purpose whatsoever.

7.3 All implied terms and conditions or warranties statutory or common law as to;

- (i) The correspondence of the Goods with any description; or
- (ii) The quality of the Goods; or
- (iii) The fitness of the Goods for any purpose whatsoever.

are hereby excluded from the Contract.

7.4 Each provision of this Clause is to be constituted as a separate limitation and exclusion applying and surviving even if for any reason one or more of the foregoing provisions is held to be inapplicable or unreasonable or in any circumstances or unenforceable for any reason,

Where any Court determines that any part of the Clause 7 above is for whatever reason unenforceable, OBW will accept liability for all direct loss of damage suffered by the Client but in an amount not exceeding the Contract price.

The Client acknowledges that this term is a fair and reasonable term and has been brought to their specific attention.

8. Limitation of Liability

8.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors of OBW (as applicable);
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms as to title in the goods, insofar as they are implied by law;
- d) defective products under product liability laws; or
- e) any matter in respect of which it would be unlawful for OBW to exclude or restrict liability.

8.2 Subject to Clause 8.2, OBW shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any of the following types of loss:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;
- e) loss of use or corruption of software, data or information;
- f) punitive or incidental damages for a loss of use, profits, data or other intangibles or reputation
- g) loss of or damage to goodwill; and
- h) indirect or consequential loss.

The Client acknowledges that this term is a fair and reasonable term and has been brought to their specific attention.

9. Warranty

9.1 OBW undertakes that it will, at its option either repair or replace defective goods where defects are found within 12 months from the date of delivery to the Client and the Goods were used for the purpose intended provided that:-

- (a) Notice in writing of the claim defects is given to OBW immediately on their appearance or use;
- (b) Such defects are found to OBW's satisfaction to have arisen solely from faulty design, workmanship or materials; and
- (c) The Goods claimed to be defective are promptly returned to OBW at the expense of the Client if so requested by OBW.

For Goods that have a perishable shelf life of 12 months or less, our standard warranty period does not apply and varies in line with the product shelf life. It is advised that the client provides OBW with their schedule of work at issuance of Purchase Order or at least 7 days after in order to determine and calculate the most optimal time to purchase these Goods with a perishable shelf life.

For the equipment warranty cover to be valid the equipment must be serviced in accordance with the manufacturer's recommendations by OBW.

Any repaired or replacement Goods shall be re-delivered by OBW free of charge to the original point of delivery but otherwise in accordance with these conditions of sale.

As an alternative to the above OBW shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.

9.2 OBW shall not be liable for the Goods' failure to comply with the warranty set out in Clause 9.1 if:

- (a) the Client makes any further use of such Goods after giving notice in accordance with Clause 9.1;
- (b) the defect arises because the Client failed to follow OBW's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of OBW following any drawing, design or specification supplied by the Client;
- (d) the Client alters or repairs such Goods without the written consent of OBW;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description OR the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

9.3 In the event an item of equipment being returned under warranty is subsequently found to be in good working order, OBW will issue a quote for the inspection of such item and the client will be responsible for the cost.

The remedies contained in this clause are without prejudice to the other terms of this Contract including but without limitation to clause 7 and 8 above.

10. Price

10.1 All Quotations and estimates issued by OBW are excluding VAT except where expressly stated.

10.2 Without prejudice to the generality of the foregoing, any change in the applicable rate of VAT or any other government tax or levy shall be added to the client's account.

- 10.3** Price for commissioning is as set out in the Contract. Should phased commissioning be required, the Client will be responsible for any required fee for extra visits to the location. Commissioning is priced for standard working hours only. Should premium hours be required, extra costs will apply.
- 10.4** The labour required for the project/service is outlined in the Contract.
- 10.5** Unit prices will apply for any additional orders and will be subject to extra commissioning and design costs.
- 10.6** Any travel and accommodation costs for Variations or for Work incurred as a result of delays caused by other contractors or the Client will be priced separately.
- 10.7** Testing of interfacing to 3rd party equipment is not included unless specified and captured in the Site Acceptance Test Documentation and Contract. Should this be required extra costs will apply.

11. Payment

- (a)** Payment for Goods supplied is due 30 days after delivery, unless otherwise noted on the Sales Order.
- (b)** If payment of the price or any part thereof is not made by the due date OBW shall be entitled to:-
- (i)** Charge interest on the outstanding amount at the rate of 8% per annum accruing daily. This rate equates to a daily rate of 0.022%. Penalty interest due for late payments is calculated on a daily basis;
 - (ii)** Require payment in advance of delivery in relation to any Goods not previously delivered;
 - (iii)** Refuse to make delivery of any undelivered Goods whether ordered under the Contract or not or without incurring any liability whatsoever to the client for non-delivery or any delay in delivery; and
 - (iv)** Terminate the Contract.

12. Delivery

OBW will deliver the Goods carriage paid within Ireland by such method of carriage as OBW may choose, unless specified in the Contract.

OBW shall hold Goods at their premises until the Client is ready for delivery to site or from when the assembled control panel has been tested. However, if a Client requires OBW to hold the Goods for more than 7 days from the date of delivery to the Client, a storage handling fee of 0.022% per day on the price of the Goods as per the Contract will apply.

13. Returns

Returns of Goods supplied is subject to a 20% restocking fee except in the case of customer specific orders where a 100% restocking fee applies. Unless the Goods are faulty, the Goods must be returned to OBW within 14 days from delivery to the Client. No returns are accepted after this period. OBW reserve their right to refuse a return under this policy if the Goods are of merchantable quality. Goods must be in their original packaging with all documentation, and the item and its packaging are undamaged and unused.

In the unlikely event of damaged goods, this must be reported within 48 hours of receiving the delivery, and damaged goods must be returned within 14 days of delivery.

14. Risk

The risk in the Goods will pass to the Client at the moment the Goods are delivered to the Clients premises or where the Client chooses to collect the Goods themself, risk will pass when the Goods are entrusted to them or set aside for their collection whichever happens first.

15. Property

The title to Goods will not pass to the Client until payment of the price has been made in full to OBW.

16. Force Majeure

OBW shall not be liable to the Client or deemed to be in breach of Contract by reason of any delay in performance or any failure to perform any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond the reasonable control of OBW including without limitation, acts of God, governmental actions, war or emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials.

17. Assignment and Subcontracting

This Contract shall not be assigned or transferred, nor the performance of any obligations subcontracted in either case by the Client without the prior written consent of OBW.

18. Severability

If any terms of provisions in this Contract shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form any part of this Contract, but the validity and enforceability and the remainder of this Contract shall continue in full force and effect.

Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract. Any words following the terms including, include or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

19. Time of the Essence

Time shall be of the essence for this Contract both as regards the dates and periods and any dates and periods which may be substituted for them in accordance with this Contract or by agreement in writing between the parties.

20. Set Off

Whenever under this Contract any sum of money is recoverable from a firm or payment by any part, the same may be deducted from any sum then due or which at any time thereafter may become due to that party under this or any other Contract between the parties. Any exercise of the rights granted by this Contract shall be without prejudice to such other rights or remedies as may be available to the party exercising such right.

21. Statutory Obligations

OBW shall comply in all respects with the law and all applicable rules and regulations without prejudice to the generality of the foregoing. OBW shall comply with the provisions of all relevant health and safety and environment legislation. Nothing contained in the Purchase Order limits or modifies OBW’s statutory rights.

22. Confidentiality

OBW shall keep in strict confidence all technical or commercial knowhow, all specifications, Purchase Orders, data, IP, inventions, processes or initiatives which are of a confidential nature and have been disclosed by the client or its agents, and any other confidential information concerning the Client’s business or its products which OBW may obtain. OBW shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging OBW’s obligations to the Client and shall ensure that such employees, agent or sub-contractors are subject to no lesser obligations of confidentiality as bind OBW in respect of the Client’s confidential information.

This clause shall not apply to information which at the time of disclosure to OBW was public knowledge or therefore becomes public knowledge through no fault of OBW at the time of disclosure, was already in OBW’s possession or is obtained by OBW from a third party who is lawfully in possession and free to dispose thereof providing that OBW can prove that the information concerned falls within the scope of one or more of such exclusions.

This clause shall survive the termination of the Contract irrespective of the reason for termination.

23. Company Property

Materials, equipment, tools, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by OBW to the Client, or not so supplied but used by the Client specifically in the manufacture of the Goods and/or performance of the Services, shall at all times be and remain the exclusive property of OBW. Such property shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to OBW and shall not be disposed of, other than in accordance with OBW's written instructions, nor shall such items be used in any way other than as authorised by OBW in writing.

24. Intellectual Property Rights

24.1 To the extent that, in the course of carrying out any feasibility study, work or other exercise or activity in respect of the performance of the Services and/or design, manufacture or supply of the Goods (whether or not requested by OBW), the Client and its employees, consultants or contractors generate new intellectual property rights (including without limitation patents, copyrights, database rights, design rights, registered designs, trademarks, service marks and know-how and rights of a similar nature or effect wherever arising, and the rights to apply for any of the foregoing or other intellectual property rights), those rights throughout the world shall belong to OBW absolutely. The Client hereby agrees that such new intellectual property rights as described herein shall automatically vest in OBW.

24.2 The Client shall at OBW's request (and notwithstanding the termination of the Contract) sign and execute and procure the signature and execution of all such documents and do all such acts as OBW may reasonably require to vest the legal title in, apply for, obtain and maintain in force in OBW's sole name (unless it otherwise directs) and to resist any objection or opposition to obtaining, and any petitions or applications for revocation of, and to bring any proceedings for infringement of any new intellectual property rights that arise pursuant to this clause 24.

24.3 The Client irrevocably undertakes that neither it nor any other person shall assert against OBW or any third party any moral rights in or relating to intellectual property rights that arise pursuant to this clause 24 and warrants that all such moral rights are irrevocably waived and extinguished. For the purpose of this clause "moral rights" shall have the meaning ascribed thereto by the Copyright and Related Rights Act, 2000 (or any statutory amendment or re-enactment thereof) and all rights similar or corresponding thereto subsisting in any other country of the world from time to time.

24.4 For the avoidance of doubt this clause shall not apply to the intellectual property rights of the Client which are in existence prior to the date of entering this Contract, and to intellectual property rights which are created subsequently and which have not arisen pursuant to clause 24.1 and/or clause 24.3 and in respect to those other intellectual rights the Client hereby grants OBW an irrevocable, royalty-free, non-exclusive

licence to copy and use any Client documents for the purpose related to the Contract including but not limited to the maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Goods and/or Services.

25. Indemnity and Insurance

- 25.1** The Client shall be liable for and indemnify and hold harmless OBW from any and all losses and damages, of whatsoever nature and howsoever caused, to the Goods and any materials, equipment, or parts to be incorporated into the Goods following delivery of the Goods.
- 25.2** The Client shall be liable for and indemnify and hold harmless OBW from any and all personal injury or damage including all actions, demands, costs, charges and expenses (including legal fees) resulting from or relating to the supply or performance of the Goods or Services, provided, however, that nothing in this condition shall render the Client liable for any injury or damage resulting from any negligent act or omission of OBW, their servants or agents, or any other contractor employed by OBW.
- 25.3** Without limiting the Client's liability, the Client shall take out and throughout the period of the Contract maintain (or ensure that there is maintained) with a reputable insurer, a public liability insurance policy (including, without limitation, product liability cover) in respect of liability of the Client for injury to or death of any person or loss of or damage to any property arising out of or resulting from or relating to the supply or performance of the Goods or Services with a minimum amount of cover of €6,500,000, or such other amount expressly stated in the Contract, whichever is the greater, for any one claim or series of claims arising from one event.
- 25.4** The Client shall, on demand, furnish to OBW copies of the relevant insurance policy and other relevant documents and proof that all relevant premiums have been paid and that the relevant policy remains in force. If the Client fails to take out and keep in force or procure that they are taking out and keep in force such policy of insurance, then OBW shall, without prejudice to any of its rights under the Contract or otherwise, be entitled (but not obliged) to purchase any such policy (either in part or in whole) that it shall consider necessary and to recover the cost of doing so (including administrative and other expenses) from the Client.

26. Termination

- 26.1** In the event of the passing by the Client of a resolution for its winding-up or the making by a court of a competent jurisdiction of an order for the winding-up of the Client or the dissolution of the Client; or the making of an administration order in relation to the Client or the appointment of a receiver order, or the taking possession or sale by an encumbrancer of, any of the Client's assets; or the Client making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or the Client ceasing or threatening to cease to carry

on its business OBW may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate the Contract forthwith by notice and the Client shall indemnify OBW against all costs, expenses and damages for which OBW becomes liable arising from such termination.

- 26.2** Without prejudice to OBW's right to provide replacement Goods and/or Services under clauses 9, if the Client commits any breach of the Contract and fails to remedy such breach within seven (7) days of being given written notice to do so by OBW; or the Client fails to perform its obligations under the Contract with due diligence or to comply with the specified delivery times and dates, OBW may forthwith terminate the Contract by written notice and shall thereupon be entitled to recover any payments for Goods and/or Services delivered or undelivered which cannot in OBW's opinion be effectively or commercially used and to recover from the Client any additional expenditure reasonably incurred by OBW because of the termination of the Contract.
- 26.3** OBW reserves the right to cancel the whole or any part of the Contract at any time prior to delivery. In the event of such cancellation OBW's liability shall be limited to the amounts due for Goods delivered and/or Services performed at the date of cancellation or where goods are manufactured, prefabricated or constructed specifically for the Contract to such amounts of monies the Client has expended to receive the goods and is able to prove as being reasonable up to the date of cancellation.
- 26.4** Termination of the Contract shall not prejudice or affect any right or remedy, which has accrued or shall accrue thereafter to OBW. The Clauses, which expressly or implicitly have effect after termination, shall continue to be enforceable notwithstanding termination of the Contract.

27. No Waiver

No failure to exercise or delay in exercising any right, power or remedy under or in connection with the Contract shall operate as a waiver thereof, and no single or partial exercise of any right, power or remedy shall preclude any further or other exercise thereof, or the exercise of any other right or remedy.

28. Third Parties

OBW does not intend that any term of this Contract shall be enforceable by any person that is not a party to it.

29. Anti-Corruption

The Parties represent and affirm that:

- they will comply with all applicable country laws relating to anti-corruption and anti-bribery; and
- they will not promise, offer, give or receive bribes or corrupt actions in relation to the procurement or performance of this Contract. For the purposes of this section, "bribes or corrupt actions" means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws.

30. Governing Law

The governing law relating to any matter arising under this Contract or in connection therewith shall be the laws of Ireland and the Irish courts shall have jurisdiction to determine any dispute between the parties in relation to this Contract.

31. OBW Website

These current terms and conditions shall be freely available on OBW's website. OBW retains the right to update these terms and conditions from time to time as the need arises and such updated terms shall be deemed to apply to you.

Unless we hear from you to the contrary, OBW will use internet email to communicate with you and others in relation to any matter pursuant to the Contract. This carries certain risks. OBW does not accept responsibility for any loss that you may suffer as a result of internet email. Unless you indicate otherwise, OBW will deem your instructions in this matter to constitute an appropriate consent for the maintenance and processing of any personal data that may arise in the course of the Contract under the provisions of the Data Protection Act, 1988 and the Data Protection (Amendment) Act, 2003.

You will not misuse OBW's website. You will not commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offence of obscene; hack into any aspect of the OBW service; corrupt data; cause annoyance to others; infringe upon the rights of any other persons proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through the OBW website. Breaching these provisions would constitute a criminal offence and OBW will report any such breach to the relevant law enforcement authority and disclose your identity to them. OBW will not be liable for any loss or damage caused by a distributed denial of service attack, virus's or any other technologically harmful material and this data may affect your computer equipment, computer programs, data or other proprietary material due to your use of the OBW website or to you downloading any material posed on it or any website linked to it.

32. Intellectual Property, Software and Content

The intellectual property rights of all software and content (including photographic images) made available to the Client on or through the OBW website remains the property of OBW and its Licensors and are protected by

copyright laws and treaty's around the world. All such rights are reserved by OBW and its Licensors. You may store, print and display the contents supplied solely for use in connection with the Contract. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of content supplied to you or which appears on the OBW website nor may you use any such content in connection with any business or commercial enterprise.