

## BFT AUTOMATION LIMITED GENERAL TERMS OF SALE

(Version: February 2025)

These are the General Terms that apply to any Products we supply to you. Each of the Products also has its own Order and may be subject to Special Terms with more detailed terms.

### 1. INTERPRETATION OF WORDS AND PHRASES

- 1.1 Some of the words and phrases in these General Terms mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of these General Terms.
- 1.2 In these General Terms, unless the context otherwise requires:
  - 1.2.1 the words 'include', 'including' or 'for example' do not limit something to just the examples that follow;
  - 1.2.2 any reference to a 'party' or one of us includes that party's personal representatives, successors and permitted assigns;
  - 1.2.3 any reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; and
  - 1.2.4 any headings in these General Terms are included for convenience. They will not have any effect on the interpretation of these General Terms.

### 2. APPLICATION OF THESE GENERAL TERMS

- 2.1 These General Terms, the Order and any relevant Special Terms apply to and form part of the Contract between us. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that BFT otherwise agrees in writing.
- 2.3 The latest version of these General Terms is available on the Website which may updated from time to time. The General Terms that apply to a particular Order shall be the General Terms in force as at the date of the Order. No other variation to an Order or to the Contract, shall be binding unless BFT expressly agrees to such variation in writing.
- 2.4 Each Order by you to us shall be an offer to purchase the Products subject to the Contract including these General Terms.
- 2.5 If we are unable to accept an Order, we shall notify you as soon as reasonably practicable.
- 2.6 We may accept or reject an Order at our discretion. An Order shall not be accepted, and no binding obligation to supply any Products shall arise, until the earlier of:
  - 2.6.1 our written acceptance of the Order; or

- 2.6.2 us delivering or performing the Products or notifying you that we are ready to be delivered or performed (as the case may be).

- 2.7 Rejection by us of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by you.
- 2.8 We may issue quotations to you from time to time. Quotations are valid for 30 days from the dated the written quotation is issued unless otherwise stated by us. Quotations are invitations to treat only. They are not an offer to supply Products and are incapable of being accepted by you.
- 2.9 Marketing and other promotional material relating to the Products are illustrative only and do not form part of the Contract.
- 2.10 If there is a conflict between any of the documents listed below, the order of priority, highest first, is:
  - 2.10.1 the Special Terms; and
  - 2.10.2 these General Terms.

### 3. PRICE

- 3.1 The price for the Products shall be as set out in the price list in force as at the date of Order or as advised by us from time to time (verbally or in writing) before the date the Order is placed (the **Price**).
- 3.2 The Prices are exclusive of:
  - 3.2.1 in respect of Goods, delivery (unless we agree otherwise in writing);
  - 3.2.2 any customs fees, taxes and duties of any nature and type and the costs however due in relation to the Contract (unless we agree otherwise in writing);
  - 3.2.3 VAT.
- 3.3 You shall pay any applicable VAT to us on receipt of a valid VAT invoice.
- 3.4 [In respect of Services, the Price will be calculated on a case-by case basis. We will be entitled to charge you for any expenses reasonably incurred by the individuals whom we engage in connection with the Services including, but not limited to, travel expenses, hotel costs, subsistence and any associated expenses, the cost of services provided by third parties and required by us for the performance of the Services and the cost of any materials.]
- 3.5 We may increase the Prices on 30 days' written notice to you where there is an increase in the direct cost to us of supplying the relevant Products which is due to:
  - 3.5.1 any factor beyond our control (including any increases in the cost of raw materials, labour or other manufacturing costs, increases in taxes or duties or currency fluctuations);
  - 3.5.2 your request to change the delivery date(s), quantity, type or specification of the Products; or

3.5.3 any delay caused by any of your instructions in respect of the Products or failure by you to give us adequate or accurate information or instructions in respect of the Products.

#### **4. PAYMENT**

4.1 We shall invoice you for the Products, partially or in full, at any time following acceptance of an Order. In relation to Goods, we will usually invoice you on the day we despatch the Goods (or part of the Goods). [In relation to Services, we will usually invoice you at regular intervals (the frequency of which will be confirmed on a case-by-case basis).]

4.2 You shall pay all invoices:

4.2.1 in full without deduction or set-off, in cleared funds within 30 days from the end of the month in which the invoice was issued; and

4.2.2 to the bank account nominated by us.

4.3 Time of payment is of the essence. Where sums due under these General Terms are not paid in full by the due date:

4.3.1 we may, without limiting its other rights, charge interest on such sums at the 12 month Euribor interest rate from time to time in force;

4.3.2 such interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;

4.3.3 all other sums due to us by you (whether or not then due for payment) shall immediately become due for payment; and

4.3.4 where your payment of our invoice, or any other sum due to us, is outstanding for more than 60 days, you will also be liable to pay all legal costs and disbursements that we incur from the due date in connection with recovering such overdue amounts (or any part thereof). At our election, these costs will either be added to your running account balance or will be payable by you to us within 30 days of notification by us.

4.4 We reserve the right to amend any payment or credit terms previously agreed with you with effect by notice in writing if you are subject to an Insolvency Event, we have reason to believe that you may be subject to an Insolvency Event or for any other reason which, in our reasonable opinion, indicates that the previously agreed payment terms are not justified/appropriate in the circumstances.

4.5 For the avoidance of doubt, we reserve the right at all times to require payment in respect of an Order prior to delivery (including, without limitation, where you are a new customer or an existing customer that has not been approved by our insurers). Any changes to such payment terms are at our sole discretion.

#### **5. CREDIT LIMIT**

We may set and vary credit limits from time to time and withhold all further supplies if you exceed such credit limit.

#### **6. DELIVERY AND PERFORMANCE**

6.1 The costs of delivery shall be displayed on the invoice or as otherwise advised by us (either verbally or in writing) from time to time.

6.2 The Goods shall be delivered by us, or our nominated carrier, to the Location.

6.3 The Goods shall be deemed delivered on of unloading of the Goods at the Location by us or our nominated carrier (as the case may be).

6.4 [The Services shall be deemed delivered by us only on completion of the performance of the Services at the Location.]

6.5 You shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied.

6.6 We may deliver the Goods [or perform the Services] in instalments. Any delay or defect in an instalment shall not entitle you to cancel any other instalment.

6.7 Each delivery or performance of the Products shall be accompanied by a delivery note stating:

6.7.1 the date of the Order;

6.7.2 if Goods, the type and quantity of Goods in the consignment; and

6.7.3 any special instructions, handling and other requests.

6.8 During the Order process we will provide you with an estimated date of delivery (in the case of Goods) [or completion (in the case of Services).] Time is not of the essence in relation to the performance or delivery of the Products. We shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only.

6.9 We shall not be liable for any delay in or failure of performance caused by:

6.9.1 your failure to make the Location available;

6.9.2 your failure to prepare the Location as required for the Products;

6.9.3 your failure to provide us with adequate instructions for performance or delivery or otherwise relating to the Products;

6.9.4 Force Majeure.

6.10 If you fail to accept delivery of the Goods we shall contact you for further instructions and store and insure the Goods pending delivery, and you shall pay all reasonable storage and insurance charges.

6.11 If 10 Business Days following the date on which we contacted you for further instructions, you have not contacted us to arrange re-delivery (on a date that is agreed by us), we may resell or otherwise dispose of the Goods without any obligation or liability to you.

#### **7. RISK**

Risk in the Goods shall pass to you on delivery.

## 8. TITLE

- 8.1 Title to the Goods shall pass to you once we have received payment in full and cleared funds for the Goods and any other sums in respect of which payment has become due from you to us.
- 8.2 Until title to the Goods has passed to you, you shall:
- 8.2.1 hold the Goods as bailee for us;
  - 8.2.2 store the Goods separately from all other material in the your possession;
  - 8.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
  - 8.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting our interest on the policy;
  - 8.2.5 ensure that the Goods are clearly identifiable as belonging to us;
  - 8.2.6 not remove or alter any mark on or packaging of the Goods;
  - 8.2.7 inform us immediately if you become subject to any of the events or circumstances set out in clauses 19.2.1 to 19.2.4 or if an Insolvency Event occurs in relation to you or you have reasonable cause to believe that an Insolvency Event is likely to occur; and
  - 8.2.8 on reasonable notice permit us to inspect the Goods during your normal business hours and provide us with such information concerning the Goods as we may request from time to time.
- 8.3 Notwithstanding clause 8.2, you may use or resell the Goods in the ordinary course of your business until such time as you become aware or ought reasonably to have become aware that an event specified in clauses 19.2.1 to 19.2.4 or an Insolvency Event has occurred or is likely to occur.
- 8.4 If you resell the Goods in accordance with clause 8.3, title to the Goods shall pass to you immediately prior to the resale.
- 8.5 If, at any time before title to the Goods has passed to you, you inform us, or we reasonably believe, that you have or are likely to become subject to any of the events specified in clauses 19.2.1 to 19.2.4 or an Insolvency Event, we may:
- 8.5.1 require you at your expense to re-deliver the Goods to us; and
  - 8.5.2 if you fail to do so promptly, enter any premises where the Goods are stored and repossess them.

## 9. DEFECTIVE GOODS

- 9.1 We warrant that for a period of two years from the date of invoice all 'BFT' branded Goods shall:
- 9.1.1 conform in all material respects to their description and to the Specification (if applicable);

- 9.1.2 be free from material defects in design, material and workmanship; and
  - 9.1.3 be of merchantable quality within the meaning of the Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980.
- 9.2 All other Goods which are not covered by the warranty set out in clause 9.1 may carry a manufacturer's warranty, the benefit of which we shall seek to pass on to you.
- 9.3 As your sole and exclusive remedy, we shall, at your option, repair, replace or refund the Goods that do not comply with clause 9.1, provided that:
- 9.3.1 you serve a written notice on us not later than seven days from delivery in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery in the case of latent defects;
  - 9.3.2 such notice specifies that some or all of the Goods do not comply with clause 9.1 and identifying in sufficient detail the nature and extent of the defects;
  - 9.3.3 you give us a reasonable opportunity to examine the claim of the defective Goods; and
  - 9.3.4 if requested by us, you return the Goods to our place of business at your cost.
- 9.4 The provisions of these General Terms shall apply to any Goods that are repaired or replaced with effect from delivery of those Goods.
- 9.5 We shall not be liable for any failure of the Goods to comply with clause 9.1:
- 9.5.1 where you have not served notice of such failure in accordance with clause 9.3;
  - 9.5.2 where such failure arises by reason of wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of the Goods;
  - 9.5.3 to the extent caused by your failure to comply with our (verbal or written) instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance or (if there are none) good practice regarding the same;
  - 9.5.4 to the extent caused by us following any specification, instruction or requirement of or given by you in relation to the Goods;
  - 9.5.5 where you modify any Goods without our prior written consent or, having received such consent, not in accordance with our instructions;
  - 9.5.6 where you use any of the Goods after notifying us that they do not comply with clause 9.1; or
  - 9.5.7 where the Goods differ from their description or Specification (if applicable) as a result of changes we have made to ensure the Goods comply with applicable statutory or regulatory requirements.

9.6 Except as set out in this clause 9:

9.6.1 we shall not be liable for the costs of:

9.6.1.1 dismantling or re-installing Goods; or

9.6.1.2 maintenance of Products.

9.6.2 we give no warranties and make no representations in relation to the Products; and

9.6.3 we shall have no liability for our failure to comply with the warranty in clause 9.1, and all warranties and conditions (including the conditions implied by sections 13, 14 and 15 of the Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980 whether express or implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

## 10. SUSPENSION OF SUPPLY OF PRODUCTS

10.1 We may have to suspend the supply of a Product to you to:

10.1.1 deal with technical problems or make technical changes;

10.1.2 update the Product to reflect changes in the relevant laws and regulatory requirements; or

10.1.3 make changes to a Product in accordance with your instructions.

10.2 We will give you prior notice of such suspension where possible (save for where the issue is urgent or there is an emergency).

10.3 If our performance of any of our obligations under the Contract are prevented or delayed by any act or omission of you or failure by you to perform any of your obligations under the Contract (Customer Default) then:

10.3.1 without limiting any other rights or remedies available to us, we shall have the right to suspend supply of the Goods [and/or performance of the Services (as applicable)] until you remedy the Customer Default to our satisfaction;

10.3.2 we shall not be liable for any costs or losses sustained or incurred by you arising from our failure or delay to perform our obligations as set out in this clause 10.3; and

10.3.3 you shall reimburse us on written demand for any costs or losses sustained or incurred by us (including any increase in price of the Products) arising directly or indirectly from the Customer Default.

## 11. YOUR OBLIGATIONS

11.1 You must:

11.1.1 pay the Price for the Products in accordance with these General Terms;

11.1.2 possess the facilities, means, knowledge and technical capacity necessary for the correct use of the Products in conformity with any instructions for use which we provided from time to time;

11.1.3 provide us (and our employees, agents, consultants and subcontractors) with uninterrupted access to any premises and other facilities we reasonably require in order to provide the Products;

11.1.4 promptly provide us with the information and materials that we reasonably request in order to provide the Products and such information (whether provided verbally or in writing) must be complete and accurate in all material respects; and

11.1.5 prepare your premises (or other relevant premises) and any relevant equipment (which could include hardware or software interfaces) for the supply of the Products.

11.1.6 [inform us of any rules and requirements that are in place at the premises where we are due to perform Services (such as health and safety or security procedures) within a reasonable time before the planned start date of the Services;]

11.1.7 obtain and maintain all necessary licences, permissions and consents which may be required for the use of the Products by or on your behalf before the date on which we are due to supply the Products;

11.1.8 keep all materials, equipment, documents or other property belonging to us (**BFT Materials**) at your premises (or at the premises where the Products are provided/stored in accordance with your instructions) in safe custody and at your own risk, and maintain such BFT Materials in good condition until they are returned to us. You must not dispose of or otherwise use such BFT Materials unless we instruct or authorise you to do so in writing; and

11.1.9 meet any timescales or deadlines we have agreed for you to do certain things.

11.2 We shall have no liability for:

11.2.1 delivery of Products that are not compliant with the technical requirements and standards in force in your country of destination;

11.2.2 any breach or non-performance of any of our obligations under the Contract which are a result of or in connection with:

11.2.2.1 [our observation of the rules and requirements referred to in clause 11.1.6 and for the avoidance of doubt, if you fail to inform us of those rules and requirements within a reasonable period before the planned start date of the Services, we will be entitled to treat this as a Customer Default;] and

11.2.2.2 your breach or non-performance of your obligations under the Contract, including the obligations referred to in clause 11.1.

11.3 You shall indemnify and hold harmless BFT from any against any direct or indirect damage, loss,

cost or charge, incurred by BFT due any violation by you of these General Terms or any Applicable Law.

## **12. VARIATION**

12.1 We reserve the right to make changes to the Products (and/or the Specification on which the Products are based) where:

12.1.1 this is necessary to reflect changes in the relevant laws or regulations (e.g. safety requirements); or

12.1.2 such changes will not materially affect the nature or quality of the Products in a significant way and will not affect your use of the Products.

## **13. ANTI-BRIBERY AND CORRUPTION**

13.1 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

13.1.1 all of that party's personnel;

13.1.2 all others associated with that party; and

13.1.3 all of that party's subcontractors;

involved in performing the Contract so comply.

13.2 Without limitation to clause 13.1, neither party shall make or receive any bribe or other improper payment or allow any such to be made or received on its behalf, either in Ireland or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

13.3 You shall immediately notify us as soon as you become aware of a breach or possible breach by you of any of the requirements in this clause 13.

13.4 You shall allow us and/or our agents to access, inspect and audit your records, accounts, other relevant information and premises during normal business hours, on Business Days subject to reasonable notice, to the extent reasonably required by us for the purpose of verifying your compliance with your obligations under the Contract.

13.5 When conducting any audits, we/our agents shall comply with your reasonable directions in order to minimise the disruption to your business and to safeguard the confidentiality of your Confidential Information.

13.6 Any breach of this clause 13 by you shall be deemed a material breach of the Contract that is not remediable and shall entitle us to immediately terminate the Contract by notice under clause 19.2.1.

## **14. LIMITATION OF LIABILITY**

14.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 14.

14.2 Subject to clause 14.5, our total liability shall not exceed the price of the Products under the relevant Order.

14.3 Subject to clause 14.5, we shall not be liable for consequential, indirect or special losses.

14.4 Subject to clause 14.5, we shall not be liable for any of the following (whether direct or indirect):

14.4.1 loss of profit;

14.4.2 loss of revenue;

14.4.3 loss or corruption of data;

14.4.4 loss or corruption of software or systems;

14.4.5 loss or damage to equipment;

14.4.6 loss of use;

14.4.7 loss of production;

14.4.8 loss of contract;

14.4.9 loss of commercial opportunity;

14.4.10 loss of savings, discount or rebate (whether actual or anticipated); or

14.4.11 harm to reputation or loss of goodwill.

14.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

14.5.1 death or personal injury caused by negligence;

14.5.2 fraud or fraudulent misrepresentation; or

14.5.3 any other losses which cannot be excluded or limited by Applicable Law.

## **15. INTELLECTUAL PROPERTY**

15.1 All Intellectual Property Rights in or arising out of or in connection with the supply of Products (other than Intellectual Property Rights in any materials provided by you) shall be owned by us.

15.2 We grant to you (or shall procure a direct grant to you of) a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this contract to use, copy and/or modify such Intellectual Property Rights that form part of the Goods or Specification (other than any materials provided by you) so far as this is necessary for your receipt and use of the Products for the purposes for which they have been provided. You may not sub-licence, assign or otherwise transfer the rights granted by this sub-clause.

15.3 We grant to you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Contract to use our name, brand and trade marks and any images and/or descriptions of Products that we may provide or otherwise make available to you solely for the purposes, and in accordance with any restrictions, that we may notify you of from time to time.

15.4 You grant to us a fully paid-up, non-exclusive, royalty-free non-transferable licence to use, copy and modify any materials provided by you to us for the term of this contract for the purpose of providing the Products to you.

15.5 You shall indemnify us against all liabilities, costs, expenses, damages, and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest,

penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with:

15.5.1 your use of Products in combination with software not supplied or approved in writing by us (whether in the Specification or otherwise); or

15.5.2 our use of a Specification or any other material that has been supplied by you.

## **16. CONFIDENTIALITY AND ANNOUNCEMENTS**

16.1 Each party shall keep confidential all Confidential Information of the other party and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

16.1.1 any information which was in the public domain at the date of the Contract;

16.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

16.1.3 any information which is independently developed by either party without using information supplied by the other party; or

16.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

except that the provisions of clauses 16.1.1 to 16.1.3 shall not apply to information to which clause 16.4 relates.

16.2 This clause shall remain in force in perpetuity.

16.3 You shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

16.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any provisions of clause 17.

## **17. PROCESSING OF PERSONAL DATA**

17.1 We are responsible for complying with Data Protection Laws. If Protected Data is processed by us, you shall be considered the Controller, and we shall be the Processor of that data and both parties shall fulfil their respective legal obligations.

17.2 We shall process Protected Data under this Contract for the sole subject matter and purpose of enabling delivery of the Products under this Contract and no other purposes. The types of Personal Data we will process include name, address, phone number or email address. We may process Personal Data of your employees and your customers. The parties agree that this Contract constitutes your documented

instructions regarding our processing of Protected Data.

17.3 We shall ensure that all BFT Personnel granted access to Protected Data are under confidentiality obligations. We shall implement appropriate technical and organisational measures to protect Protected Data under this Contract.

17.4 We shall assist you for the fulfilment of your obligation as the Controller to respond to requests for exercising Data Subjects' rights under Data Protection Laws and you shall reimburse us for reasonable costs arising from this assistance.

17.5 Upon your request, we shall assist you in ensuring compliance with your legal obligations under GDPR, such as with Controller's data security, data protection impact assessment and prior consulting obligations and in implementing appropriate technical and organizational measures to protect the Protected Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Protected Data, and you shall reimburse us for the costs arising from this assistance.

17.6 Upon your written request at reasonable intervals, we shall make available to you a copy of our most recent third-party audits or certifications related to the process of Protected Data, as applicable, provided that you agrees to enter into a non-disclosure agreement with us.

17.7 Upon commencement of this Contract, you give your general consent for us to use Sub-Processors (a list of which can be provided upon request). We shall inform you of any intended changes to the Sub-Processors referred to in such list, thereby giving you the opportunity to object to such changes by notifying us promptly in writing. If you object to a Sub-Processor and an alternative cannot be appointed, either party may terminate this Contract without liability.

17.8 As provided for in clause 17.7, the use of Sub-Processors may require the transfer of Protected Data to said Sub-Processors outside the European Union. You give us consent to conclude with said Sub-Processors the International Data Transfer Agreement in compliance with Article 46 of the GDPR.

17.9 Upon termination of this Contract we shall delete or return (at your election) all Protected Data.<sup>1</sup>

## **18. FORCE MAJEURE**

18.1 Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than three months, the party not affected may terminate the Contract by giving 30 days' written notice to the other party.

## **19. TERMINATION**

<sup>1</sup> BFT have asked WM to refrain from advising on any GDPR, data and/or privacy matters. The only changes

made by WM are changes replacing references to UK legislation with Irish law.

- 19.1 We may terminate the Contract at any time on giving you not less than 60 days' notice in writing.
- 19.2 We may terminate the Contract or any other contract we have with you at any time by giving notice in writing to you if:
- 19.2.1 you commit a material breach of the Contract and such breach is not remediable;
- 19.2.2 you commit a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
- 19.2.3 you have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 7 days after we have given notification that the payment is overdue; or
- 19.2.4 any consent, licence or authorisation held by you is revoked or modified such that you are no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 19.3 Either party may terminate the Contract at any time by giving notice in writing to the other party if the other party suffers an Insolvency Event.
- 19.4 If you become aware that any event has occurred, or circumstances exist, which may entitle us to terminate the Contract under this clause 19, you shall immediately notify us in writing.
- 19.5 On termination of the Contract:
- 19.5.1 you must immediately pay to us all outstanding invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
- 19.5.2 you must return all BFT Materials and Goods which have not been fully paid for. If you fail to do so, we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 19.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of us at any time up to the date of termination.

## 20. RESALE OF PRODUCTS

### BFT Products

- 20.1 All BFT Products are intended exclusively for installation or integration into an end product by professionals in the field of home automation and motorization and, due to their technical nature, require specific and/or specialised knowledge to ensure that they meet the needs and constraints of the end user.
- 20.2 If you submit an Order for, or request a quotation relating to, a BFT Product, we will:
- 20.2.1 prior to accepting your Order, inform you that the BFT Product requires such installation and/or integration by an appropriately skilled professional (and we reserve the right to refuse an Order for a BFT Product submitted by anyone other than such a professional); and
- 20.2.2 provide comprehensive instructions about how BFT Products must be installed and/or assembled and information on the safety risks if these instructions are not followed (BFT Product Instructions).
- 20.3 You may only make an onward sale of a BFT Product (or any product integrating a BFT Product) where:
- 20.3.1 you have properly and safely integrated the BFT Product into a product that is suitable for use by end users (Integrated BFT Product); or
- 20.3.2 where clause 20.3.1 does not apply:
- 20.3.2.1 you provide to your customer the information set out at clause 20.2.1 and clause 20.2.2; and
- 20.3.2.2 in the event of a sale to an end user, you also provide installation and/or assembly services for the BFT Product to the end user in accordance with the BFT Product Instructions; or
- 20.3.2.3 in the event of a sale to non-end users, you are satisfied that your onward customer provides one of the following services:
- 20.3.2.4 a distribution activity aimed at appropriately-skilled professionals that will provide the required installation or assembly services for the BFT Product to end users to whom they sell the BFT Product;
- 20.3.2.5 installation or assembly services in accordance with the BFT Product Instructions in each case they resell the BFT Product to an end user; or
- 20.3.2.6 manufacture and supply of an Integrated BFT Product.
- 20.4 Where you resell the BFT Product in breach of any part of clause 20.3, then:
- 20.4.1 we will not be liable for any claim of loss or damage suffered or allegedly suffered by any third party as a result of your or your customer's failure to provide adequate or comprehensive information regarding the assembly and/or installation of the BFT Product (including the BFT Product Instructions);
- 20.4.2 we reserve the right to:
- 20.4.2.1 refuse any new Orders from you;
- 20.4.2.2 suspend any existing Orders that you may have submitted; and/or
- 20.4.2.3 terminate the Contract and any other contract in place between you and us.

20.5 Where you market and/or make Products available for sale to onward customers, you undertake:

20.5.1 in the case of a sale of BFT Products other than an Integrated BFT Product:

20.5.1.1 to only market and/or make such BFT Products available for sale in a space dedicated to professionals; and

20.5.1.2 to specify on this dedicated space that such BFT Products must be installed by appropriately-skilled professionals and that the installation instructions accompanying the BFT Products (including the BFT Product Instructions) are intended for such professionals, and that any failure to engage the services of such professional to install and/or assemble the BFT Product is done at the customer's own risk; and

20.5.1.3 to provide a full and complete copy of the BFT Product Instructions; and

20.5.1.4 to contractually oblige your onward customers to adhere with the restrictions set out in this clause 20.5.1;

20.5.2 not to make any misleading or inaccurate statement or representation about the nature, quality or characteristics of Products; and

20.5.3 not to make any statement or other representation that is harmful or otherwise derogatory to our brand.

### General

21. Where you resell (or provide or otherwise make available) Products to third parties (**Resale**), you do so independently of BFT and all activities in connection with such Resale are carried out at your sole liability. In particular, you will be solely responsible for:

21.1.1 ensuring that any Resale shall not in any way constitute a violation of the laws or regulations in force in any country into which Products are imported during the course of such Resale;

21.1.2 complying with any Applicable Law and regulations in relation to the sale, marketing, distribution and packaging of Products in the course of a Resale.

22. Where you resell Products of any type (including, for the avoidance of doubt, hardware, software and/ or other technology, as well as any corresponding documentation relating to such Products):

22.1 you shall comply with all applicable national and international export control regulations; and

22.2 prior to carrying out a Resale, you must take all reasonable steps to ensure that:

22.2.1 such Resale (and any activities carried out in connection with such Resale) will

not comprise an infringement of an embargo or other trade restriction imposed by the European Union, by the United States of America and/ or by the United Nations, in each case taking into account applicable sanctioned party lists concerning the trading with entities, persons and organizations listed; and

22.2.2 the third party receiving the Resale does not intend to use the Products to manufacture or otherwise in connection with armaments, nuclear technology or weapons, if and to the extent such use is prohibited by or requires authorisation under any Applicable Law (unless such authorisation is provided by or on behalf of that third party).

23. Under no circumstances will BFT be liable for any failure or violation of any Applicable Law and regulations in any country arising as a result of, or in connection with, the Resale of Products (including in relation to the importation, distribution and/or marketing of Products). You shall indemnify BFT and its Affiliates against all claims, convictions, penalties, losses and expenses resulting directly or indirectly from or in connection with the Resale of Products, and/or infringement of clauses 21, 22 or 23.

### 24. NOTICES

24.1 Any notice given by a party under these General Terms or in connection with the Contract shall:

24.1.1 be in writing and in English;

24.1.2 be signed by, or on behalf of, the party giving it; and

24.1.3 be sent to the relevant party at the address set out in the Contract.

24.2 Notices may be given, and are deemed received:

24.2.1 by hand: on receipt of a signature at the time of delivery; or

24.2.2 by first-class post: at 9.00 am on the second Business Day after posting.

24.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 24.1.

24.4 All references to time are to the local time at the place of deemed receipt.

24.5 This clause does not apply to notices given in legal proceedings or arbitration.

24.6 A notice given under these General Terms is not validly served if sent by email.

### 25. CUMULATIVE REMEDIES

The rights and remedies provided in the Contract for us only are cumulative and not exclusive of any rights and remedies provided by law.

### 26. TIME

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to your obligations only.

### 27. ENTIRE AGREEMENT



- 27.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 27.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 27.3 Nothing in these General Terms purports to limit or exclude any liability for fraud.

### **28. ASSIGNMENT**

You may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without our prior written consent, such consent not to be unreasonably withheld or delayed.

### **29. NO PARTNERSHIP OR AGENCY**

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

### **30. SEVERANCE**

- 30.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 30.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

### **31. WAIVER**

- 31.1 No failure, delay or omission by us in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 31.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by us shall prevent any future exercise of it or the exercise of any other right, power or remedy by us.

### **32. COSTS AND EXPENSES**

You shall pay your own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

### **33. THIRD PARTY RIGHTS**

- 33.1 Except as expressly provided for in clause 33.2, a person who is not a party to the Contract shall not have any rights to enforce any of the provisions under or in connection with the Contract.
- 33.2 Any Affiliate of us shall be entitled to enforce any provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

### **34. GOVERNING LAW AND JURISDICTION**

- 34.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Ireland.
- 34.2 The parties irrevocably agree that the courts of Ireland shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

### **35. DEFINITIONS AND INTERPRETATION**

- 35.1 In these General Terms the following definitions apply:

**Affiliate:** means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

**Applicable Law:** means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

**BFT, our, us or we:** BFT Automation Limited company number 484296;

**BFT Personnel:** all employees, officers, staff, other workers, agents and consultants of us, our Affiliates and any sub-contractors who are engaged in the performance of the Contract from time to time;

**BFT Products:** means all Products supplied by us to you under the Contract that bear the brand name of BFT;

**Bribery Laws:** means the Criminal Justice (Corruption Offences) Act 2018 and all Applicable Laws in connection with bribery or anti-corruption;

**Business Day:** means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in Ireland;

**Confidential Information:** means any commercial, financial or technical information, information relating to the Products, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by you in performing your obligations under, or otherwise pursuant to the Contract;

**Contract:** means this agreement between us and you for the sale and purchase of the Products incorporating these General Terms the Order, any Special Terms and including all schedules, attachments and annexures;

**Control:** has the meaning given to it in section 11 of the Taxes Consolidation Act 1997 (as amended) and **Controls, Controlled** and **under common Control** shall be construed accordingly;

**Controller:** shall have the meaning given in applicable Data Protection Laws from time to time;<sup>2</sup>

**Data Protection Laws:** means, as binding on either party or the Products:

- (a) the GDPR;
- (b) the Data Protection Acts 1988 to 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;<sup>3</sup>

**Data Subject:** shall have the meaning in applicable Data Protection Laws from time to time;<sup>4</sup>

**Force Majeure:** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including, but not limited to, an act of God, fire, flood, lightning, earthquake or other natural disaster, pandemic, epidemic, government ordered quarantine, war, act of terrorism, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment, internet or telecommunications service, or components or material required for performance of the Contract, a shortage of raw materials, an increase in the price of raw materials, cyber-attack, incident or intrusion, strike, lockout or boycott or other industrial action including those involving BFT's or its suppliers' workforce, failure of BFT's or any group company's plant, machinery, computers or vehicles required for performance, non-performance or interrupted performance by BFT's suppliers or sub-contractors, accidental damage, imposition of sanctions or breaking off of diplomatic relations or similar actions, but excluding your inability to pay or circumstances resulting in your inability to pay or any delay or suspension of delivery for reasons attributable to you;

**GDPR:** means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in Ireland by virtue of the Data Protection Act 2018, (including as further amended or modified by the laws of Ireland, from time to time);<sup>5</sup>

**General Terms:** means our terms and conditions of sale set out in this document;

**Goods:** means the goods set out in the Order or otherwise agreed between us in writing to be supplied by us to you in accordance with the Contract;

**Insolvency Event:** means, in relation to a party, if it:

- (a) stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- (b) is unable to pay its debts within the meaning of section 570 of the Companies Act 2014;

- (c) becomes subject to an insolvent scheme of arrangement under the Companies Act 2014, or a composition in satisfaction of its debts;
- (d) has a manager, administrator, administrative receiver, receiver, liquidator or examiner appointed over all or any part of its undertaking, assets or income;
- (e) has a resolution passed for your winding up;
- (f) has a petition presented to any court for its winding up, or an application is made for an administration order, or any winding-up or administration order is made against it;
- (g) is subject to any procedure for the taking control of your goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
- (h) has a freezing order made against it; or
- (i) is subject to any events or circumstances analogous to those in (a) to (h);

**Intellectual Property Rights:** means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled; and
- (f) in whichever part of the world existing;

**Location:** means the address or addresses for delivery of the Goods by us our nominated carrier and performance of the Services as set out in the Order or as otherwise agreed between us in writing;

**Order:** means your order for the Products;

**Personal Data:** has the meaning given in the applicable Data Protection Laws from time to time;<sup>6</sup>

**Price:** has the meaning given in clause 3.1;

**processing:** has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including **process, processed, and processes** shall be construed accordingly);<sup>7</sup>

<sup>2</sup> Same as Footnote 1

<sup>3</sup> Same as Footnote 1

<sup>4</sup> Same as Footnote 1

<sup>5</sup> Same as Footnote 1

<sup>6</sup> Same as Footnote 1

<sup>7</sup> Same as Footnote 1

**Processor:** has the meaning given to it in applicable Data Protection Laws from time to time;<sup>8</sup>

**[Products:** means the Goods or Services or both as the case may be;]

**Protected Data:** means Personal Data received from or on behalf of you in connection with the performance of our obligations under the Contract;<sup>9</sup>

**[Services:** means the services set out in the Order or otherwise agreed between us in writing to be supplied by us to you in accordance with the Contract;]

**Special Terms:** means any other terms agreed by us on a case by case basis;

**Specification:** means the specification for our supply of the Products including any relevant plans, drawings, datasheets and configuration manuals, as agreed in writing between you and us;

**Sub-Processor:** means any agent, subcontractor or other third party (excluding its employees) engaged by us for carrying out any processing activities on behalf of you in respect of the Protected Data;<sup>10</sup>

**VAT:** means value added tax or any equivalent tax chargeable in Ireland or elsewhere applying to the sale of the Products; and

**Website:** means [www.bft-automation.com/en\\_IE/](http://www.bft-automation.com/en_IE/);

**you and your:** means the person or firm whom placed the Order for the Products.

### 36. ETHICS & ANTI-CORRUPTION

Both Parties shall conduct their obligations in compliance with all applicable laws and regulations,

committing to adhere to anti-corruption and anti-money laundering laws applicable, including but not

limited to the U.S. Foreign Corrupt Practices Act (FCPA), the OECD Anti-Bribery Convention, the French

Anti-corruption Law (Sapin II), and the EU Whistleblowing Directive.

The Parties are expected to maintain accurate records and implement appropriate internal controls to

prevent corruption, in a manner reflecting the scale and nature of their operations.

Both Parties should endeavor to provide relevant anti-corruption training to their personnel and to

establish effective reporting mechanisms for any suspected instances of corruption.

The Customer additionally agrees to abide by the Seller's Ethics Charter and Anti-corruption Code of

Conduct, as detailed on the Seller's website (<https://www.somfy-group.com/en/commitment/ethics-and-anticorruption>). The Seller encourages the adoption of specific

compliance measures that are proportionate to the size and capabilities of the business, with the goal

of adhering to the spirit of the specified compliance rules and the intent of this clause.

In this frame, the Customer expressly allows the Seller to perform any audit and agrees to respond in

good faith to any related questionnaire. Failure to comply with anti-corruption obligations constitutes

a material breach of these Terms and Conditions and may result in termination of the contractual

relationship.

In case the Customer would like to report any unethical behaviour identified in the course of the

business with the Seller, a whistleblowing line is available for internal and external stakeholders:

Compliance (somfy.com). The related procedure is available on the Seller's website.

### 37. NO RE-EXPORT TO SANCTIONED COUNTRIES

Section I: The Importer/Customer warrants that it will not re-export, directly or indirectly, any goods, technology,

or services supplied by the Seller to any country or entity subject to sanctions or export restrictions,

including but not limited to Russia, Belarus, or other countries designated by the relevant authorities.

The Importer/Customer is encouraged to make every feasible effort to track the end-use of the

Products within the commercial chain and promptly notify the Seller of any actions by third parties that

may undermine the intent of this provision.

Section II: Article 12g of the EU Regulation 833/2014 and 8g of the EU Regulation 765/2006. This

section applies to any goods and technologies sold, supplied, transferred or exported between the

Exporter and the Importer/Customer that fall under the scope of Article 12g of Council Regulation (EU)

No 833/2014 and Article 8g of Council Regulation (EU) No 765/2006.

Moreover, this clause refers directly to the "compliance certificate" that must be acknowledged by the

Importer/Customer.

(1) The Importer/Customer shall not sell, export or re-export, including transit operations, directly

or indirectly, to Russia or Belarus or for use in the Russian Federation or in Belarus any goods and

technologies described in section II here above.

<sup>8</sup> Same as Footnote 1

<sup>9</sup> Same as Footnote 1

<sup>10</sup> Same as Footnote 1

(2) The Importer/Customer shall undertake its best efforts to ensure that the purpose of paragraph

(1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Importer/Customer shall set up and maintain an adequate monitoring mechanism to

detect conduct by any third parties further down the commercial chain, including possible resellers,

that would frustrate the purpose of paragraph (1) of the section II.

(4) Without prejudice of the article 14, any violation of paragraphs (1), (2) or (3) of the section II shall constitute a material breach

of an essential element of the contractual relation between the Importer/Customer and the Exporter.

The Exporter shall be entitled to seek, as appropriate remedies, a penalty of 2% of the

Importer/Customer's annual turnover for the calendar year preceding the year in which the breach

occurred, and / or the termination of all existing and unfulfilled business agreements with immediate

effect, as well as the discontinuation of further business relations with the Importer/Customer.

(5) The Importer/Customer shall immediately inform the Exporter about any problems in applying

paragraphs (1), (2) or (3) of the section II, including any relevant activities by third parties that could

frustrate the purpose of paragraph (1) of the section II. The Importer/Customer shall make available to

the Exporter information concerning compliance with the obligations under paragraphs (1), (2) and (3)

of the section II within two weeks of the simple request of such information