

**GENERAL TERMS & CONDITIONS FOR THE  
SUPPLY OF GOODS AND SERVICES TO  
FAISC MIOTAIL ÉIREANN TEORANTA (T/A IRISH  
PRESSINGS)**

**1. Application Scope**

1.1 These General Terms & Conditions for Supply of Goods and Services to Irish Pressings (hereafter, "General Conditions") shall apply to all the purchases and contracts for goods and services by Faisc Miotail Éireann Teoranta, trading as Irish Pressings (hereafter referred to as "Irish Pressings").

1.2 A copy of these General Conditions will be made available to the supplier or contracting company (hereafter, the "Supplier") when the Purchase Order (hereafter, the "P.O.") is generated.

1.3 Any total or partial modification, waiver or exception to these General Terms will not be binding on Irish Pressings unless it has been expressly accepted in writing by Irish Pressings. Any modification or exception to these General Conditions that is accepted in writing by Irish Pressings will only apply to that specific Order. The Supplier acknowledges and accepts that any general terms of sale or contracting of the Supplier are hereby expressly rejected and will not apply to Irish Pressings, even if the Supplier includes references to them in any document or communication.

1.4 Consequently, signing a supplier sales forms or existence - where appropriate - of the Supplier's General Sales Conditions does not exempt the parties of application of these General Conditions which shall prevail in all circumstances, unless there exists prior written acceptance by Irish Pressings of the provisions in the former, together with express partial or total repeal of these General Conditions.

1.5 In the event of any inconsistency between the Contractual Documentation: (1) the Order, (2) the Particular Terms and (3) the General Terms shall prevail in that order.

1.6 Any delay or failure by Irish Pressings to enforce its rights under the Contractual Documentation or any other supplementary document will not be construed as a waiver thereof, unless the waiver is expressly formalised in writing.

**2. Formalising Purchase Orders and Purchase Order Acceptance**

2.1 Any requests for information ("RFI") or requests for quotation ("RFQ"), proposals or estimates made by Irish Pressings in relation to the supply of goods or the provision of services are invitations for the submission of offers and shall not imply any obligation for Irish Pressings vis-à-vis the Supplier. Any offers received by Irish Pressings in response to a RFQ shall be valid for at least four (4) weeks (unless other period is indicated therein) and will be binding on the Supplier.

2.2 Any offers made by the Supplier in response to a RFQ will not result in any expense or commitment for Irish Pressings and will be subject to the Contractual Documentation.

2.3 In the event of Irish Pressings accepting a Supplier's offer, a P.O. will then be issued which must be signed and returned to the Irish Pressings Purchasing Department within a maximum of

seven (7) calendar days from the date received. Alternatively, if the P.O. is not formally rejected within 7 days, it will be assumed as accepted. Irish Pressings will be entitled to cancel the P.O. at any time until acceptance by Supplier, and Supplier will not be entitled to claim in this regard.

2.4 Irish Pressings' receipt of the P.O. signed by the Supplier implies the Supplier's express acceptance thereof, of these General Conditions and, where appropriate, of the provisions in the Specific Conditions.

2.5 Mere execution of the P.O. without the Supplier's express prior acceptance also implies acceptance of these General Conditions.

**3. Terms of Delivery of Goods and Supply of Services**

3.1 The goods or services to which the P.O. applies must be delivered/provided on the date and at the place established in the Order or subsequent Supplier Schedule which takes precedence over the date in the Order. The date and place of delivery set out in the P.O. are binding on the Supplier and are of the essence, therefore, that Irish Pressings shall be entitled to cancel any P.O. if the Supplier does not comply with such terms.

3.2 Without prejudice to the foregoing, the Supplier must immediately notify Irish Pressings in writing of any expected delay in the delivery of the goods or the provision of the services informing of the reasons and duration of the delay along with any measures that will be taken to minimise the impact.

3.3 Unless determined otherwise in writing by Irish Pressings, the goods must be delivered on Delivery Duty Paid (DDP) Incoterms at Irish Pressings premises or any such other location as indicated by Irish Pressings.

3.4 Irish Pressings' commercial agreement with automotive customers will incorporate a built-in flex relating to accuracy of long-term forecasts versus actual demand. Suppliers should be aware that in the event of this flex being utilised by Irish Pressings' customer – or in the case of an external economic shock or other market conditions/factors severely affecting Irish Pressings' customer demand - this will affect the level of demand for supplier's goods/services without recourse.

3.5 Irish Pressings shall by no means be required to accept delays in the delivery of goods or provision of services. Target for delayed deliveries into Irish Pressing is zero (0). In addition, Irish Pressings shall be entitled to recover from Supplier any losses and damages resulting from Supplier's delay. The acceptance by Irish Pressings of the goods or services on a date after the agreed delivery date shall not imply any waiver of the rights and remedies arising from such delay.

3.6 The Supplier must issue a written declaration confirming the Country of origin or preferential origin of the goods in compliance with any applicable customs regulations. The Supplier will bear any damage suffered or cost incurred by Irish Pressings because of any failure by Supplier to comply with the provisions of this General Term.

3.7 Irish Pressings reserves the right to inspect the delivered goods and the result of the services provided to check if they comply with the terms established in the Contractual

Documentation. The receipt and/or payment of the goods or services by Irish Pressings may not be construed as acceptance of any defective goods or services and will not exclude the possibility of a claim based on any defects or deficiencies detected at a later stage. The acceptance of the goods or services will be subject to an express declaration of Irish Pressings.

3.8 Irish Pressings will only approve/authorise receipt of raw material goods if:

1. Material test certificate(s) is available at Irish Pressings on or before the time at which the material is delivered to Irish Pressings;
2. Raw material test certificate clearly specifies the manufacturing mill/origin/source name and details
3. Inspection reports/COC reports are available for applicable products and services

3.9 Irish Pressings will not be required to accept any partial or defective deliveries. If the Supplier makes a partial or defective delivery and this is accepted by Irish Pressings, any cost or additional cost arising from it will be borne by the Supplier. In any event, Irish Pressings may reject the receipt of totally or partially defective deliveries or request that they be rectified or replaced, and the Supplier must bear any return, rectification, or replacement costs (including those related to storage, packaging and transport). If the Supplier provides a higher or smaller number or volume of goods than those requested in the Order, or if the delivery is made prior to the date established in the Order, Irish Pressings reserves the right to reject the delivery (at the expense of the Supplier) or to accept it and modify the price accordingly, with the Supplier bearing any additional extra cost.

3.10 All the goods covered by the Order must be packaged in a suitable manner so that they can be correctly identified, transported, and stored, with a view to preventing any damages which, if occurring, shall be borne by Supplier. Furthermore, the Supplier must package the goods in such a way that they can be included in Irish Pressings production process, with the agreed quality and in accordance with any regulations applicable to the packaging of the goods in question. Target for quality concerns of goods into Irish Pressings is zero (0). Failure to target requires improvement action plan with 8D report based on criticality of the failure. Unless specified otherwise in the Contractual Documentation, the packaging cost will be included in the price of the goods.

3.11 Any product that is delivered to Irish Pressings or, if agreed by Irish Pressings and the Supplier, to a third party, must be accompanied by the relevant delivery note, which shall include the following items: P.O. Number, Customer Name (Irish Pressings) and Address, VAT number, Supplier (Company) Registration Number, Delivery Note Date, Reference number, Units Delivered, Gross weight, Net Weight, Pallet size and Price. Moreover, if the CE marking is featured on the product, the complete information in that respect will be specified on the delivery note. The delivered goods must be accompanied by their relevant quality certificate, when stipulated. All material deliveries must be supplied with the following documentation, Mill certificate, or Service centre certificate listing the Mill Location. Without this documentation the material will not be accepted by Irish Pressings and rejected back to the supplier, all additional cost will be charged to the supplier.

3.12 The ownership of the goods and the result of the services will be transferred to Irish Pressings as soon as they are delivered according to the provisions in these General Terms, and they are free of any charges, encumbrances, retentions of title, conditions subsequent or third party rights, irrespective of whether their price is paid at a later date.

3.13 To the extent that the object of the Order includes the provision of services, the Supplier must provide Irish Pressings with (i) with maximum due care and attention and by using appropriate and duly qualified material and human resources, (ii) in accordance with any particular features, terms, deadlines, characteristics and quality standards established in the Contractual Documentation, and (iii) at the place established in the Contractual Documentation. The Supplier will make use of its own staff for the performance of the services. The Supplier undertakes that the taskforce engaged to provide the services has the suitable training, qualifications and size to carry out the services in accordance with the agreed quality levels and methodology. The Supplier undertakes to be up to date in the payment of salaries, social security contributions and compensation (as applicable) of the staff assigned to provide the services and to provide evidence of such compliance to Irish Pressings, if so requested. The Supplier will be solely responsible for the labour or professional relationship with any staff involved in the provision of the services and will procure that all employment, social security and occupational risk prevention regulations are complied with, regardless of whether the service is provided at the facilities of the Supplier or Irish Pressings. The Supplier shall indemnify and hold Irish Pressings harmless for any direct or indirect damages or liabilities arising from the obligations of the Supplier vis-à-vis the staff involved in the provision of the services.

#### **4. Prices**

4.1 The prices listed in the P.O. will be those formally agreed in writing in advance during the Request For Quotation (RFQ) process. These are considered unchangeable unless there is a written agreement between both Parties to the contrary. The agreed prices must include all of the goods or services under contract as well as any expense the Supplier must meet to make the supply or provision effective (i.e. as per agreed Incoterms referred to at 3.3 above).

4.2 The prices established in the P.O. do not include Value Added Tax (VAT).

4.3 Irish Pressings may offset any payment obligation vis-à-vis the Supplier against any payment obligation or liability that the Supplier has against Irish Pressings (including reimbursement and compensation of costs or damages for which the Supplier must assume responsibility). Likewise, in the event of a defective delivery or breach, Irish Pressings may proportionally retain payment until such time as the breach is cured and the relevant obligation is duly fulfilled.

#### **5. Invoicing and Payment Method.**

5.1 All supplier invoices must include company address as follows: Finance Office, Irish Pressings, Unit 19, Gweedore Business Park, Co. Donegal, Ireland.

5.2 All supplier invoices – if not being issued by postal service to address at 5.1 - should be sent via email to [accounts@irishpressings.com](mailto:accounts@irishpressings.com). Supplier invoices that are not received by either of the above recognised methods cannot be guaranteed to be processed.

5.3 In order for an invoice to be processed by Irish Pressings, three criteria must be met:

- i. A valid and accurate invoice containing all of the relevant information outlined at 5.4 must be received by Finance Office;
- ii. The goods/services in question must have been processed as “goods received” by Irish Pressings;
- iii. A current valid statement of account has been received by our Finance Office within 10 working days following the end of the final day of the previous month. Statement of account must be issued through the same means as the original invoice as outlined in 5.2

5.4 The invoice will include – as specified by Irish Revenue (Tax) authorities - include:

- a unique Invoice Number
- Supplier name, address and contact details,
- Irish Pressings company name and address
- the P.O. number assigned by Irish Pressings and the date thereof (if applicable)
- line-item cost and description for each of the goods/services being invoiced including all appropriate information relating to quantity, weight, etc.,
- the date of supply
- the date of invoice, the taxes/tariffs/duties due, the total amount payable, the pre-agreed payment terms, and all relevant details required to make payment (Bank details, etc.)
- where the goods supplied are from outside of Republic of Ireland, a relevant commodity code for the goods supplied must be recorded on invoice
- the VAT exclusive unit price
- the payment received net of VAT
- the discounts or price reductions
- the breakdown by the rate of VAT
- the total VAT payable in respect of the supply
- the date on which the goods or services were supplied
- where a payment is made prior to a supply, the date on which the payment on account was made. This is the case only if that date differs from the date of issue of the invoice
- in the case of a reverse charge, the customer’s VAT number and a notation that a ‘reverse charge applies’. (This does not apply to construction services subject to Relevant Contracts Tax)
- in the case of an intra-Community supply of goods, the customer’s VAT number and a notation that this is an ‘intra-Community supply of goods’
- in the case of triangulation, an explicit reference to EC triangulation simplification and an indication that the person in receipt of the goods is liable to account for the VAT due on the supply

- the full name and address and the Member State's VAT number of the tax representative. This is the case where a tax representative is liable to pay the VAT in another Member State.

5.5 Unless otherwise agreed in writing by both parties, Supplier invoices must be received by the Irish Pressings Finance Department within thirty (30) days after the supply or execution date.

5.6 Irish Pressings will carry out its monthly payment run on the last working/banking day of each month and all companies complying with the criteria specified within sections 5.1 – 5.3 will have their payments processed as part of that monthly payment run. Another non-standard payment run may be processed outside these dates but only in exceptional circumstances and agreed in writing by the Company and its supplier as a one-off.

5.7 Unless otherwise agreed in writing by both parties, invoices that are received by Irish Pressings will be authorised for payment within a period of sixty (60) calendar days from the end of the month in which the invoice has been raised. The payment term will be counted as of the date on which the goods or services have been received by Irish Pressings in full, without any defects and in accordance with the terms established in the Contractual Documentation.

5.8 Delays in supply or provision by the Supplier could imply a possible delay in Irish Pressings invoice authorisation period, without prejudice to the provisions in point 12.1 regarding advance cancellation of the P.O.

5.8 All invoices should be received by Irish Pressings through the necessary channels as outlined in 5.2 and include all relevant information outlined in 5.4 within one-hundred eighty (180) days after goods are delivered or services are completed. Any invoices received after 180 days, Irish Pressings will hold no obligation to pay these invoices.

5.9 Irish Pressings' payment of the P.O. amount does not imply its revocation of the rights established therein, nor acceptance of the Supplier Sales Conditions, should there be any.

5.10 If the invoices are received in the Accounting Department after the indicated deadline, the date received shall prevail in calculating payment.

5.11 If an invoice has any outstanding/unresolved/open issues/disputes/credit notes, the invoice will not be processed for payment until all issues/disputes/credit notes has been agreed by both parties.

5.12 In absence of express definition of the payment method in the P.O., Irish Pressings may make payment by bank transfer or credit card.

5.13 Without the prior express consent of Irish Pressings, the Supplier may not assign or pledge any credit or accounts receivable vis-à-vis Irish Pressings to any third parties. If, despite the foregoing, the Supplier assigns any credit or account receivable without the consent of Irish Pressings, Irish Pressings may elect to pay either the Supplier or the assignee, causing in either case full and final settlement.

## 6. Supplier Obligations

6.1 The Supplier undertakes to comply and procure that its employees and, if applicable, its contractors and assignees, comply with its obligations under the Contractual Documentation and, without limitation, the following obligations:

- i. Applicable Tax, Employment, Social Security, Occ Health and Safety and Environment law, and any other laws that may apply;
- ii. With respect to any activities performed at Irish Pressings premises, Irish Pressings' Health and Safety (H&S) at the Workplace and Environmental Guidance and Policies;
- iii. The Supplier undertakes not to request or encourage any employee to commit any illegal act or violation of the provisions of the Irish Pressings Code of Conduct. A copy of this can be made available on request. If the Supplier has any reasonable grounds to believe that any act has been carried out in violation of the principles and regulations on conduct as established in the Code of Conduct, it will immediately inform Irish Pressings by regular mail addressed to Irish Pressings Compliance Department.
- iv. The Principles of Corporate Social Responsibility, and
- v. Any other internal policies of the Irish Pressings Group or any principles to which it subscribes and of which the Supplier is duly informed through the Supplier. The Supplier hereby states under its own responsibility that it is aware of the regulations and principles referred to in the Supplier Code of Conduct and in points i-iv above.

6.2. For the purpose of verifying compliance with the laws, regulations and principles mentioned in section 6.1, Irish Pressings may ask the Supplier to submit any technical and/or legal documentation that may be required for the supply or provision according to any applicable legislation. In particular, Irish Pressings may ask the Supplier to submit any certificates – including Tax Clearance Certificate - from the authorities (original or certified photocopy at any time) which confirm that it is current with its tax obligations and social security contributions.

6.3 If applicable, the Supplier must submit to Irish Pressings, under the provisions of EU directives and other provisions on technical harmonisation for the supply and marketing of specific products, the CE Certificate of Conformity in relation to the product and the Declaration of Conformity by the Supplier, with a view to checking the CE Marking which must be featured both on the product being supplied and on the delivery note, along with any information relating to this marking that should be enclosed.

6.4 The Supplier undertakes to submit, at the request of Irish Pressings and at the end of each financial year and within the semester following the closing, a copy of its financial statements. The Supplier must also agree to provide Irish Pressings with access to its premises and provide information about its manufacturing processes at the request of Irish Pressings.

6.5. The Supplier authorises Irish Pressings and any specialist companies or firms engaged by Irish Pressings to conduct any

pre-agreed site-visit and audit at and on the premises and equipment of the Supplier, to verify compliance with procedures and operating methods; the Supplier undertakes to grant direct and unrestricted access to any premises, rooms, equipment, documentation and/or information required for such purpose.

6.6 The Supplier must immediately inform Irish Pressings in writing as soon as it becomes aware of any of the following circumstances or the possibility that they may occur:

- i. The transfer of all or a majority of the share capital or assets of the Supplier.
- ii. A change of direct or indirect control of the Supplier.
- iii. The closure or relocation of the premises of the Supplier.
- iv. The inability of the Supplier (even if this inability is temporary) to fulfil all or part of its obligations vis-à-vis Irish Pressings, including without limitation, any inability arising from a deterioration in its financial situation.

6.7 The Supplier will require the prior written consent of Irish Pressings to relocate the premises where the goods are manufactured or the services are provided to Irish Pressings. Any increase in cost arising from the relocation of the premises must be borne by the Supplier.

6.8 Failure to fulfil said obligations or partial fulfilment thereof shall constitute sufficient reason to terminate the contract relation between the parties.

## 7. Warranty

7.1 The Supplier warrants that the goods and/or services provided to Irish Pressings shall be free of defects and suitable for the agreed use. In order to comply with the foregoing obligation, Supplier shall conduct an inspection on the outgoing goods and services.

7.2 Irish Pressings shall conduct an incoming goods inspection only in respect of externally visible transport damages, quantity of goods and identity of the delivered goods and the goods specified in the shipping documents and notify the Supplier of any such deficiencies without undue delay. Irish Pressings reserves the right to perform further inspections on received goods.

7.3 In addition to the foregoing, Irish Pressings shall notify Supplier of any other deficiencies in the goods once the deficiency has been discovered by Irish Pressings in the ordinary course of its business. In this respect, the Supplier hereby waives its right to object to late notification defects.

7.4 Except where a greater period is established by law, all relevant goods and services provided to Irish Pressings shall be subject to a warranty period of twelve (12) months from the date of acceptance by Irish Pressings.

7.5 Without prejudice to any other remedies available at law, under the warranty, at the discretion of Irish Pressings, the Supplier shall rectify or replace the non-compliant or defective goods in an agreed timeframe and shall bear all costs and expenses necessary for the work, including (but not limited to) the cost of removal of the defective part and installation of the

non-defective part. If the Supplier does not rectify or replace the non-compliant or defective goods successfully or unreasonably rejects to carry out the rectification or replacement within a reasonable period of time Irish Pressings shall be entitled to withdraw or cancel the Order. In addition, Irish Pressings shall be entitled to withdraw or cancel any other pending Orders placed to such Supplier.

7.6 The warranty period shall be extended for any time spent in the relevant rectification or replacement outlined in 7.5 above. Both the rectification and replacement shall be subject to the warranty from the date of completion of the works.

7.7 In case of emergency or if the Supplier unreasonably delays the rectification or replacement works, Irish Pressings may reasonably engage the services of a third party to repair the non-compliant or defective goods or alternatively replace them with goods obtained from a third party at the Supplier's cost.

7.8 The Supplier shall indemnify Irish Pressings against all damages and losses incurred by Irish Pressings resulting from the delivery of defective goods and/or services.

## **8. Supplier's Liability**

8.1 The Supplier will indemnify and hold Irish Pressings harmless for any damage, loss, injury, expense (including those reasonably incurred to mitigate the potential loss or liability towards third parties and any legal fees), claim or liability arising from (i) Supplier's performance under the Contractual Documentation; (ii) any breach by the Supplier of the Contractual Documentation and (iii) any deficiency or defect in the products and services provided by the Supplier. Without limitation, the Supplier will be liable for any claim or liability (including field actions and recalls) that Irish Pressings might face vis-à-vis any client or any other third party in connection with the goods or services provided by the Supplier or any delays or breaches of Supplier.

8.2 The liability established in this General Term is in addition to the warranty set out in General Term 9, to any penalties that may be set out in the Contractual Documentation and to any other recourse available to Irish Pressings under the Contractual Documentation or applicable legislation.

## **9. Insurance**

9.1 The Supplier must compensate all personal or material damage or loss occurring to Irish Pressings or to third parties as a result of execution of the P.O. or, where appropriate, repair or substitute the damaged goods provided their nature and purpose make this possible.

9.2 For this purpose, regardless of the personal liability of the Supplier vis-à-vis Irish Pressings and any compulsory insurance required by applicable legislation for the effective fulfilment of its obligations under the Order and the other Contractual Documentation, the Supplier will be required to take out at its own cost a Public Liability Insurance Policy to cover any claims for damage to property and/or bodily injury and their consequences, caused both to third parties and Irish Pressings, as a result of or in relation to the performance of the Order.

9.3 When the product to be supplied to Irish Pressings by Supplier is to be integrated within Irish Pressings manufacturing

process, the Supplier shall name Irish Pressings as an additional insured on any insurance policies taken out under this General Term 9.

9.4 The Supplier must submit a copy of aforementioned policies or an accrediting certificate thereof before the work start date. Irish Pressings shall be entitled to request the Supplier to increase the compensations limits included in the insurance policy if Irish Pressings considers them insufficient to cover the risks undertaken in relation to the Order or to undertake additional insurance policies when deemed necessary by Irish Pressings.

9.5 If the Supplier does not obtain and/or keep in force the insurance referred to in the Contractual Documentation, Irish Pressings will be entitled to obtain similar insurance coverage, the cost of which will be met by the Supplier.

9.6 Compliance with the provisions set out in this General Term 9 shall not excuse or limit Supplier's liability in accordance with the provisions of the Contractual Documentation.

9.7 The Supplier will inform Irish Pressings, at least thirty (30) days in advance, of any replacement, modification or expiration of any of the insurance policies referred to in this General Terms.

## **10. Transfer and Subcontracting**

10.1 The Supplier may not alter the object or contents of the P.O., nor partially or fully transfer or subcontract the provision thereof with third parties, unless it receives prior written authorisation by Irish Pressings.

10.2 In order to obtain said authorisation, before the work start date, the Supplier must provide Irish Pressings with a copy from the Subcontractor of the commitment to comply with all the provisions herein and all other documentation deemed appropriate to Irish Pressings for compliance and acceptance. In any case, it is implicitly understood that the Subcontractor accepts these Conditions from the time it begins to provide its services to Irish Pressings.

10.3 In any subcontracting case, the Supplier shall be jointly responsible together with the Subcontractor as regards all the latter's obligations toward Irish Pressings, and Irish Pressings may take corresponding legal actions either the Subcontractor and/or the Supplier alike.

## **11. Information Confidentiality and Data Protection (GDPR)**

11.1 The Supplier undertakes not to reveal or spread to third parties the information to which it has access as regards and/or as a result of fulfilment and/or development of the terms of the P.O., which shall remain private and confidential at all times.

11.2 Likewise, the Supplier undertakes to use said information strictly for the purposes for which it was provided and in adherence to the provisions established herein, and where appropriate, in the Specific Conditions. Any communication thereof to third parties shall be expressly prohibited.

11.3 Irish Pressings may request at any time that the Supplier fully return said information.



11.4 Suppliers must protect the personal data of everyone they do business with, including customers, suppliers, and employees and comply with all applicable data privacy laws including but not limited to the EU General Data Protection Regulation (GDPR), when personal data is collected, stored, processed, transferred, and shared (“process”). Should any potential personal data breach occur relating to Irish Pressings information, suppliers are expected to immediately notify Irish Pressings by contact details provided on letterhead and website.

## **12 Order Cancellation**

12.1 The contract shall end through expiration or by advance cancellation thereof. Irish Pressings will be entitled to terminate the contract in advance in the following cases:

- i. The Supplier's non-compliance with current legislation and, especially, with the labour, social or fiscal obligations for the personnel designated for execution of the P.O.;
- ii. Non-fulfilment of these General Terms & Conditions or the other documents that make up the P.O., considering unjustified delays in the execution of supplies or services in the P.O. as such a non-fulfilment;
- iii. Extinguishment of the legal status of the Supplier or its sale or transfer, or transformation into another legal entity, by legally established means, without Irish Pressings 's prior written consent;
- iv. Cession of all or part of the contract without express prior written consent from Irish Pressings;
- v. Application to declare the Supplier insolvent;
- vi. Mutual agreement between the parties.

12.2 In advance termination cases, Irish Pressings may claim the goods under no other condition than payment corresponding to the work actually done up to the time of termination, after which the Supplier will immediately deliver the goods.

## **13.Tools**

13.1 In the case of purchase of tools and/or mock-ups that remain on the supplier's premises, they will do so under a deposit system, remaining the property of Irish Pressings, in their current state, including project's theme.

13.2 Whenever the tools consigned to the Supplier are made available to them, the Supplier must take care of them with due diligence and is responsible for any damage or wear that occurs for any reason to the tools. The Supplier must keep them in the Supplier's premises unless transfer thereof is expressly authorised by Irish Pressings in writing.

13.3 The supplier of tooling services must provide Irish Pressings with documentary evidence of adequate insurance to cover these tools for the duration of the supply contract.

13.4 Irish Pressings request a tooling inventory status report to be supplied monthly to the specified Irish Pressings Programme Manager. This status report should be developed using a pre-agreed format with the Programme Manager.

13.5 Should the Supplier declare itself insolvent, it shall be required to take any measures considered necessary to assert

Irish Pressings' ownership of the goods if there is an attempt to keep tools as deposit/security, without prejudice to the actions that Irish Pressings itself may take to defend its interests. In any case, the Supplier shall immediately notify Irish Pressings of this situation so that the latter may defend its rights. The Supplier shall meet any expenses incurred as a result of this situation and shall be held responsible for loss or damages that the aforementioned notification may cause.

## **14. Governing Law and Arbitration**

14.1 Contractual Documentation (including these General Terms) shall be governed and construed in accordance with the laws of the Republic of Ireland as the principal place of business of Irish Pressings.

14.2 The parties agree that any lawsuit, disagreement, question or claim resulting from the interpretation or execution of the P.O. or the General Terms & Conditions herein shall be submitted to the Court System of the Republic of Ireland where all evidence and hearings will be fulfilled in the English language, expressly revoking any other jurisdiction.

14.3 Notwithstanding General Terms 14.1 and 14.2, in the event that a third party files a claim against Irish Pressings for damages on the basis of (i) death, personal injury or property damage resulting from a product defect, or (ii) an infringement of Intellectual Property Rights, in a jurisdiction different than the one applicable in accordance with General Term 14.2, Irish Pressings may at its discretion file and conduct the claim required to seek indemnification from Supplier in the same jurisdiction where the third party claim was filed. In such a case, the laws of the forum state shall govern exclusively the rights and obligations of the parties involved.

14.4 The Supplier shall not be allowed to cease or delay supply of goods or performance of the services hereunder during the pendency of any dispute. If Supplier stops or delays performance because of a dispute, the Supplier shall be responsible for damages to Irish Pressings for any losses Irish Pressings suffers as a result of such stoppage or delay.