

General Terms and Conditions of Sale

The general terms and conditions of sale shall constitute part of a sale agreement, unless the Contract refers to specific terms and conditions in which case those specific terms and conditions shall prevail over the Terms and Conditions below.

1. Agreement

These Terms and Conditions are intended to establish the terms, conditions and procedures under which **Wellman International Limited or any subsidiaries** thereof (the “**Company**”) shall sell its Goods to a purchaser (the “**Buyer**”) as and when purchase Orders are placed by the Buyer and accepted by the Company (“**Order**”). By placing an Order the Buyer submits an offer to buy the Goods pursuant to these Terms and Conditions. The Company shall not be deemed to have accepted any such offer unless and until it ships Goods to the Buyer, or accepts the Order of the Buyer in writing, whichever comes first. The Company will not be bound by any standard or printed terms presented by the Buyer unless specifically accepted in writing by a duly authorised representative of the Company. Unless explicitly and specifically objected to in writing by the Company, the Terms and Conditions shall apply to all offers, order confirmations, order acceptances, or sales whether or not they applied to a prior purchase by Buyer. No employee or agent, other than the authorised officer of the Company is authorised to sell or make representations on the Goods unless confirmed by the Company in writing.

In these Terms and Conditions, the following expressions shall have unless the context otherwise requires have the following meanings:

“**Affiliate**” means, in relation to either Party, a subsidiary or a holding company of that Party;

“**Contract**” means these Terms and Conditions and/or the sale agreement, and/or the Order for sale of the Products by the Company;

“**Goods**” means the goods (including any installment if the goods) which the Company is to supply in accordance with these Terms and Conditions;

“**Party**” means, individually, the Company or the Buyer and “**Parties**” means both of them collectively;

“**Terms and Conditions**” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company; and

“**Writing**” includes telex, electronic mail, cable, facsimile transmission and comparable means of communication.

In these Terms and Conditions, the masculine gender shall include the feminine and the neuter and the singular number shall include the plural and vice versa. References to persons shall include natural persons, firms, bodies corporate, unincorporated associations and partnerships, organisations, governments, states foundations and trusts (in each case whether or not having separate legal personality)

2. Basis of Sale

The Company shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Buyer or any written Order of the Buyer which is accepted by the Company subject, in either case, to these Terms and Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such Order is made or purported to be made by the Buyer.

Any typographical, clerical or any other error or omission in any sale literature, quotation, price list, acceptance of offer, invoice or other document issued by the Company shall be subject to correction without any liability on the part of the Company.

The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including the applicable specification) submitted by the Buyer and for giving the Buyer any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

The quantity, quality and description of and any specification for the Goods shall be those set out in the Company’s quotation (if accepted by the Buyer) or the Buyer’s order (if accepted by the Company).

No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and on the terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the costs of all labour and material used), damages, charges and expenses incurred by the Company as a result of the cancellation.

3. Price

The price stated in the Order is subject to change and the actual price to be paid for the Goods will be the Company's current price for the relevant market in force at the time when the Goods are dispatched by the Company provided that the Company will inform the Buyer in writing of any increase in price within fourteen days after such price increase is made and in that event the Buyer may be giving notice in writing to the Company within twenty-eight days of the dispatch of such information by the Company or the Company's authorised agents cancel the balance of the Order which is not dispatched at the date of receipt of the said notice by the Company (the "Price").

4. Payment and Credit

Payment terms shall be as established by the Company from time to time as mentioned in the Contract. If the Buyer fails to pay for any one or more installments or any part thereof (including interest) shall remain in arrears when due, or if the Buyer's financial worthiness, becomes unsatisfactory to the Company, then the Company shall have the right, in addition to other remedies available to it under the Terms and Conditions or the Contract, to (a) suspend or cancel further deliveries, (b) require immediate cash payment for further deliveries, or (c) require satisfactory security before proceeding with further deliveries.

Any amounts past due over thirty days will accrue interest from their due date at the higher of (a) 6% per annum or (b) the maximum rate permitted under applicable law. The Company will invoice the Buyer for and in respect of each sale and individual consignment of the Goods delivered under each Order via regular mail, electronic mail or by any other electronic means. Any invoice not objected to by the Buyer in writing within one month of shipment will be deemed to be an undisputed invoice. The Price of each delivery shall be payable by the Buyer as directed in writing by the Company or as specifically mentioned in the Order. The Price of the Goods shall be due and payable within 30 days after the date of invoice. The Buyer has no right to set-off against any amount due to the Buyer from the Company or any affiliated company of the Company. The payment is not deemed to be received unless it has been received in cleared funds. No partial payment by the Buyer shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of the Company, notwithstanding any notation or statement accompanying that payment. Notwithstanding anything set out above, the Company reserves the right to vary the agreed payment terms and/or to cancel or change any credit arrangements or terms granted to the Buyer upon notice to the Buyer. The Buyer

shall reimburse the Company for the cost of collection, including, without limitation, reasonable attorney's fees, of any overdue amount owed by Buyer to the Company. The Buyer may not hold back or set-off any amounts owed to the Company in satisfaction of any claims asserted by Buyer against the Company.

The Company shall have the right after notice to suspend deliveries under the Contract and/or any other Contract the Company may have with the Buyer (even though the Buyer is not in arrears with any payment) if the Company considers the amount outstanding on the Buyer's account (whether actually due for payment or not) has reached the limit to which the Company is prepared to allow the Buyer credit.

Discount, where allowable will only be allowed upon payment made to the Company within the time specified in the Contract and payment within that time is a condition precedent to the allowance of any discount.

If a Contract is entered into at a price in any currency other than the Euro and any decline in the value of such currency as compared with the Euro takes place between the date when the Contract is made and the date or dates upon which payments under the Contract are made, the Buyer shall pay to the Company an additional amount equivalent to any exchange loss of more than 3% which would otherwise be suffered by the Company by reason of such decline.

5. Taxes

All amounts set out, or expressed to be payable under this agreement by the Buyer to the Company shall be deemed to be exclusive of any present or future tax, duty, excise, levy or similar governmental charge (severally defined as "Tax") which are chargeable on any supply. Accordingly if any Tax is chargeable on any supply made by the Company to the Buyer under this agreement, the Buyer shall pay to the Company (in addition to and at the same time as paying the consideration) an amount equal to the amount of Tax.

6. Title and Risk of Loss

Risk of damage to or loss of Goods shall pass to the Buyer:

- (a) In the case of Goods to be delivered at the Company's premises at the time when the Company notifies the Buyer that the Goods are available for collection, or
- (b) In the case of the Goods to be delivered otherwise than at the Company's premises, at the time of delivery and if the Buyer wrongfully fails

to take delivery of the Goods at the time when the Company has tendered delivery of the Goods.

Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Terms and Conditions, the full legal and beneficial title to the ownership of the Goods shall remain with the Company until payment in full in respect of the Goods and all other sums due by the Buyer to the Company has been received by the Company. If any sum paid by the Buyer is less than all the amounts due by the Buyer to the Company, the Company may (notwithstanding any direction to the contrary by the Buyer) apply that sum to amounts due in respect of Goods which have at that time been re-sold or otherwise disposed of by the Buyer before applying any part of that sum to Goods still in the Buyer's possession.

Until payment in full for the Goods and all other sums due, the Buyer shall have possession of the Goods as bailee for the Company and the Buyer will have the authority until such authority is countermanded by the Company or until the appointment of a Receiver, Liquidator or Examiner to the Buyer, whichever is the earlier, to sell the Goods in the ordinary course of the Buyer's business. At any time prior to the Buyer paying for the Goods and any other sums due, the Company may by notice in writing determine the Buyer's right to sell the Goods. The Buyer shall hold the Goods on trust for the Company until the price of the Goods and all other sums due by the Buyer to the Company have been discharged such portion of the proceeds of the sale of the Goods as equates to the sums due by the Buyer to the Company. The Buyer shall maintain such proceeds separately identified and the company shall be entitled to all rights and claims which the Buyer may have against its Buyers arising from such sales in respect of such proceeds until payment in full for the Goods and all outstanding sums is made to the Company.

Until title to the Goods has passed to the Buyer, the Buyer shall at its own expense separately store the Goods and prevent any loss or damage due to deterioration and will take all reasonable steps to maintain the Goods separately identifiable.

For as long as any money is due by the Buyer to the Company, the Company and its agents shall be entitled to enter (with or without vehicles) any premises where the Goods are located to take possession of and re-sell same for this purpose, the Buyer hereby grants the Company irrevocable right and licence and to enter any such premises. This right shall continue notwithstanding termination of any Contract between the Buyer and the Company for any reason and shall be without prejudice to any accrued rights of the Company. In the event of the Company recovering the Goods, it shall retain all

payments made, if any, for the Goods as damages for breach of Contract.

7. Insurance

If the Contract is entered into at a price stated to be C.I.P, then such price shall include the cost of insurance as contained under the Company's obligations of the ICC Incoterms 2010 Edition and if at the Buyer's request the Goods are insured against additional risk, the Buyer shall be liable to pay the Company the cost of the premium for such an additional risk.

8. Cancellation and Delay

Other than with the express written consent of the Company, the Buyer has no right to cancel any Order it submits to the Company or to delay any delivery. If the Company allows the Buyer to cancel any Order or to delay a delivery, the Buyer shall pay the Company all costs the Company has incurred, and will incur, with respect to the cancellation or delay, including all restocking charges. It is understood and agreed between the Buyer and the Company that if this Terms and Conditions covers Goods that must be manufactured especially for the Buyer (custom made) and such an Order is suspended or terminated for any reason, the Buyer shall take delivery of and make payment for such Goods as have been completed and such Goods as are in process on the date notice of suspension or termination is received by the Company. If the Buyer for any reason cannot accept delivery of such custom made manufactured Goods, the Buyer shall make payment therefore as though delivery has been made and the Company may in its sole discretion, store such Goods for the Buyer's account and at the Buyer's expense or destroy or dispose of such Goods as it deems appropriate.

In addition to any other payment or damages for which the Buyer may become liable under the Conditions in respect of failure to take delivery on the due date the Company may in its absolute discretion store the Goods until delivery (and the Buyer shall be liable to the Company for the reasonable cost including insurance of its so doing) and/or sell all or part of the Goods.

The Company may postpone or cancel any delivery of the Goods until the amounts then due for payment by the Buyer to the Company have been duly received as cleared funds by the Company whether such amounts be due under the Contract or otherwise howsoever but without prejudice to any other claim or remedy which the Company may have against the Buyer in respect thereof or in respect of any consequential non-completion of the Contract.

9. Shipment and Delivery

Delivery of the Goods shall be made by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection or for some other place for delivery if agreed, by the Company delivering the Goods to that place.

Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable to make good any damage or loss whether arising directly or indirectly from any delay in the delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

Where delivery of the Goods is to be made at a place designated by the Buyer, the Buyer must give shipping and/or delivery instructions for the Goods on or before the delivery date.

Where the goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more of the instalments shall not entitle the Buyer to treat the Contract in whole as repudiated.

Standing Orders or fixed quantities of the Goods to be delivered at stated intervals, until further notice may be cancelled by the Buyer or Company giving prior notice in writing to the other to that effect, such notice being equivalent to one such delivery interval.

If the Buyer shall make any default in taking delivery of the Goods or paying for any instalment thereof or shall commit an act of bankruptcy or insolvency or become subject to any law relating to bankruptcy or insolvency or suffer the levy of any execution or distress on its property or assets the Company may treat the Contract as repudiated by the Buyer and may cancel any further delivery or deliveries there under without prejudice to any claim or remedy available to the Company on respect of any loss or damage thereby suffered.

No responsibility will be accepted by the Company in relation to any loss or damage to the Goods occurring during transit and prior to the point of delivery unless:

- (a) In the event of damage, the carrier and the Company is notified in writing by the Buyer within 5 working days from the date of receipt of

the Goods at the designated place of delivery, and/or

- (b) in the event of loss or non-arrival of the Goods, the carrier and the Company is notified in writing by the Buyer within 30 days of the date of the Company's invoice to the Buyer

Unless expressly stated as a term of the Contract, any import license or duties or taxes are the responsibility of the Buyer and the Company shall not be discharged from its obligations under the Contract by any partial or total prohibition of imports or by the refusal or non-availability of any import license or by the imposition of any term or conditions upon the granting of such license.

10. Weight, Measurements and Quantities

The Company's weights and/or measurements shall govern and be deemed to be accepted by the Buyer if the Buyer has not complained, of any discrepancy in weight, to the Company within 7 days of taking delivery.

On bulk marine vessel shipments, bulk tank trucks, bulk tank cars, or packaged shipments claims may not be made for shortages of less than 1.0% of the net weight. While the Company will make best endeavours to deliver the full quantities purchased by the Buyer, and in such consignments and intervals as indicated in the Order, such deliveries will be subject to availability and the Company has no liability to the Buyer in the event that the actual deliveries differ from those set out in the Order. Where delivery of the Goods is to be made in bulk, the Company reserves the right to deliver up to five per cent (5%) more or five per cent (5%) less than the quantity Ordered, and the quantity so delivered shall be deemed to be the quantity Ordered.

11. Containers and Delivery Equipment

The Buyer shall unload and return delivery equipment furnished by the Company to the carrier within forty-eight (48) hours after arrival. The Buyer shall be responsible for the cost of any damage to such delivery equipment and shall further be responsible for the costs of any demurrage or detention charges on such equipment. If shipment/delivery requires use of returnable containers, title to such containers shall remain in the Company at all times. Such containers shall be returned in good condition to the Company within sixty (60) days from the date of shipment, and the Buyer shall be responsible for the cost of any damage to such containers and/or the costs of any demurrage or detention charges with respect to such containers.

12. Product Characteristics

The Buyer represents that it has the requisite expertise, facilities and equipment to properly store, test, use and dispose of the Goods. The Buyer and all its employees and others that handle the Goods shall familiarise itself with the characteristics of the Goods and shall comply with all laws, regulations, and standards applicable to the possession, handling, processing or use of the Goods. The Buyer shall follow the safety recommendations of the Company provided that, notwithstanding any product instructions given by the Company, the Buyer shall be responsible to ensure that the Goods shall be stored, tested, used, sold and/or disposed of strictly in compliance with instruction of the Company and any applicable health, safety, environmental, land use or other guidelines, standards, laws or regulations.

13. Product Suitability

Determination of the suitability of the Goods for the uses and applications contemplated by the Buyer and others shall be the sole responsibility of the Buyer. The Company makes no representations or warranties with respect to their suitability for any use for which the Buyer may intend them. Any suggestions or recommendations made by the Company concerning uses or applications of the Goods are believed to be reliable, but the Company makes no warranty or guarantee of the results to be obtained since the conditions of the use and application by the Buyer and others may vary and are beyond the Company's control.

14. Warranties and Disclaimers

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY THE COMPANY HEREIN, EXCEPT FOR THE LIMITED WARRANTY AGAINST DEFECTS IN MATERIALS SET FORTH IN THE FOLLOWING PARAGRAPH.

The Company warrants that the Goods shall meet the standard written specifications of the Company in effect as of the date of delivery.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE GOODS SUBJECT TO THE CONTRACT ARE NOT WARRANTED AS SUITABLE FOR ANY PARTICULAR PURPOSE PARTICULAR TO THE BUYER. THE SUITABILITY OF GOODS FOR ANY

PURPOSE PARTICULAR TO THE BUYER IS FOR THE BUYER, IN THE BUYER'S SOLE JUDGMENT, TO DETERMINE. THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE SELECTION OR FURNISHING OF GOODS SUITABLE TO THE INDIVIDUAL NEEDS AND PURPOSES OF THE BUYER.

No claim of any kind against the Company shall exceed the Price of the Goods that has actually been paid to the Company under the Contract; provided further that the size of any claim shall be limited in amount to the Price of the particular Order of Good sent/or the Price of the actual quantity of Goods delivered for which the Buyer is making a claim. The remedy hereby provided shall be the sole and exclusive remedy of Buyer; and any right of the Buyer to loss of profits or for special, indirect, incidental, exemplary, punitive or consequential damages of any kind is hereby excluded. No charges or expenses incident to any claims will be allowed unless approved in writing by an authorised representative of the Company.

15. Representations

The Buyer represents and warrants to the Company that:

- (a) it has obtained every qualification and every consent necessary for performing its obligations under the Contract;
- (b) it is able to perform all its obligations under the Contract, which represent the valid and binding obligations of the Buyer to be performed in accordance with the Contract;
- (c) the negotiation and execution of this Contract and the performance of the obligations set out in it do not violate and will not violate the Buyer's certificate of incorporation and Memorandum of Articles of Association (if the Buyer is an incorporated company), nor do they or will they constitute an event of default under any agreement entered into by the Buyer; and
- (d) it has not entered into agreements or undertaken contractual obligations that could adversely affect the Buyer's ability to perform its obligations under the Contract or cause it to be in breach of the Contract.

16. Limited Liability

The Buyer shall inspect the Goods immediately on receipt thereof and shall within three days of such receipt notify the Company of any claim that the goods are not in accordance with the Contract. If the Buyer does not so notify the Company of such claim within such three day period, the goods shall be conclusively presumed to be in accordance with the Contract insofar as the claim can be established from reasonable examination of the Goods. In

the event that the Buyer establishes thereafter to the reasonable satisfaction of the Company that the Goods are not in accordance with the Contract, the Buyer's sole remedy shall be limited at the Company's election to the replacement of the Goods or refund of the purchase price of the Goods against the return of the Goods.

Any claim by the Buyer which is based on any defect in the quality and condition of the Goods or their failure to correspond with a specification shall (whether or not delivery is refused by the Buyer) be notified to the Company within three days from the date of the delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Terms and Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price) in exchange for the return of the Goods but the Company shall have no further liability to the Buyer.

Claims related to non-conforming Goods shall be made within thirty (30) days after the date when the Buyer has discovered or should have discovered such non-conformity. All other claims shall be made within thirty (30) days after receipt of the Goods to which the claim relates, or if for non-delivery, after the scheduled delivery date. The Buyer's failure to give the Company written notice of any claim within the above applicable time periods shall constitute an absolute and unconditional waiver of such claim. In no event shall the Buyer commence any action against the Company later than ninety (90) days after the cause of action has accrued.

17. Indemnity

The Buyer represents that it is familiar with the characteristics of the Good send assumes all responsibility and liability for and will indemnify and hold the Company, its Affiliates, the Company's and its Affiliates' employees, agents, servants, officers, directors, distributors and dealers, harmless from any and all loss or injury to persons or property arising out of handling use or possession of the Goods delivered to it. The Buyer

shall defend, indemnify and hold the Company and its employees free and harmless from and against any and all claims, liabilities, judgments, losses, damage to property or bodily injury, economic losses or expenses (including legal and other defence expenses) in connection with, without limitation, (a) the performance or breach of this Contract by the Company and (b) Buyer's use of the Goods, (c) any processing or modification of the Goodson any manner by the Buyer, its employees, agents or customers, (d) any violation of law or regulation by, intentional or negligent act of, or unauthorised representation by the Buyer, its Affiliates, the Buyer's and its Affiliates' employees or agents in their use, sales, distribution or handling of Goods, and (e) any violation or infringement of any patent, trademark, copyright, trade secret or other property interest of a third party. At the Company's request, the Buyer shall defend the Company, at the Buyer's expense, against any such claims made against the Company.

18. Force Majeure

The Company shall not be liable for any failure to deliver or delay in the performance of the Contract or in the delivery or shipment of the Goods, or for any loss or damages suffered by Buyer by reason of such delay, if such delay is, directly or indirectly caused by, or in any manner arises from events and causes beyond the Company's reasonable control, including but not limited to accidents, acts of God, failure of the Company or third-party computer systems, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, strikes or other labour disputes, lockouts, fires and natural calamities (including floods, earthquakes, storms and epidemics), tempest, breakdown, changes in the law, and delays in obtaining (or the inability to obtain) labour, materials or services through the Company's usual sources at normal prices, riots, civil commotion, embargoes, fuel, power, materials or supplies, delay or default of common carriers, transportation delays, stoppage of machinery from any cause or in any other circumstances of whatever nature beyond the control of the Company or without limiting the foregoing, any other cause or causes, whether or not similar in nature to any of these herein before specified or which are beyond its reasonable control. The Company shall have the additional right, in the event of the happening of any of the above contingencies, at its sole option, to cancel any Order or any part thereof without any resulting liability or to extend the date of delivery for a period equal to the time actually lost by reason of the delay. Further, in the event that the Company is not able to produce enough Goods to satisfy all outstanding Orders for any reason, the Company retains the right, in its sole discretion, to allocate its Goods amongst its Buyers.

19. Change in Circumstance

In the event of the repeal, amendment, making or change in the judicial or administrative interpretation of, a law, regulation, directive (even if not directly applicable) or other source of Irish law or European Union law or any change or modification of indexes calculation and tariffs regulation, or alteration in the relevant market, or in the case of any other hardship event, the Company shall notify to the Buyer any necessary amendments to the Contract required to maintain the commercial relationship that existed before the change. The Buyer shall notify within thirty (30) days from the receipt of the communication whether it accepts the amendments opposed by the Company. If the Buyer fails to notify within the terms above, the amendments shall be considered as accepted. If the Buyer does not accept, the Company shall be entitled to withdraw from this Contract upon thirty (30) days prior written notice to the other Party. Without prejudice to the provisions above, all the obligations under this Contract which have been fulfilled shall be effective.

20. Waiver

No waiver by the Company of any breach by the Buyer of any of the Contract, or delay or failure of the Company to enforce any right or remedy, shall be construed as a waiver of any succeeding breach of the same or any other terms or conditions. Nothing contained herein shall limit the remedies of the Company in the event of the Buyer's breach of any obligations under the Contract.

21. Assignment

The Buyer shall not assign to any person or entity a Contract or any of its rights or obligations under the Contract without the prior written consent of the Company, in its absolute discretion, and any attempted assignment without that consent shall be void.

22. Severability

If any of the provision of a Contract or an Order is held by a competent authority to be invalid or unenforceable, the validity of the other provisions of the Contract or such Order shall not be affected.

23. Notices and Communication

Any notice or other communication that either party gives under the Contract shall be made in writing and given either by hand, first class recorded postal delivery or facsimile transmission or electronic mail to a previously designated authorised individual or by any other electronic means.

24. Conflicting provisions

Subject to the provisions under Section 1 above, in the event of any conflicting or inconsistent provisions between 1) the relevant Contract, 2) these Terms and Conditions, 3) the Order, and 4) the other applicable document or correspondence, the provisions of 1) the Contract 2) the Terms and Conditions and 3) the Order and 4) other applicable documents or correspondence shall always prevail respectively and take precedence with respect to any such conflicting or inconsistent provisions.

25. Status of the Buyer

Nothing in this Contract or these Terms and Conditions shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Buyer and the Company.

26. Confidentiality

Neither Party may reveal or convey to third parties the existence of the Contract or the clauses, statements, or other provisions contained therein, without the express prior written authorisation of the other Party. The Parties shall likewise refrain from revealing or conveying to third parties by any means whatsoever any information relating to the organisation of the other Party, including, by way of example, technical, production, industrial, commercial, organisational, employment, or financial information, except as expressly permitted herein.

In any event, a Party that reveals or conveys any such information to third parties, with the express prior written authorisation of the other Party, may only do so by requiring that such third party receivers of such information to undertake the same confidentiality commitment as that described herein.

Notwithstanding the foregoing, the Company may disclose the information when required by the applicable laws or by its rating agencies, actual or potential financial institution or its professional advisers.

The duty of confidentiality shall be indefinite and shall remain in force after the termination or expiration of the Contract.

The provisions above shall not apply to: (i) information in the public domain obtained otherwise than by breach of this section; (ii) information which (a) was already in the possession of the receiving Party before divulgence thereof and (b) was not obtained from a third party that was under any obligation of confidentiality; and (iii)

information obtained from a third party who the receiving Party believes, after reasonable inquiry, is free to divulge the same so long as the information was not obtained by the receiving Party under any obligation of confidentiality to the third party.

27. Disputes

Any dispute arising in respect of or in connection with these Terms and Conditions and any contract shall be referred to arbitration of a single arbitrator to be agreed between the Buyer and the Company or, in default of agreement, appointed at the request of either party by the President for the time being of the incorporated Law Society of Ireland. Arbitration shall take place in the English language in Dublin, Ireland.

28. Governing Law

The validity, construction and performance of these Terms and Conditions and the Contract and the Order and any dispute or claim arising out of or in connections with shall be governed by and construed in accordance with the laws of Ireland and the Buyer submits to the exclusive jurisdiction of the Courts of Ireland but the Company may enforce the Contract in any Court of the competent jurisdiction.