

## **Glanta Limited T/A Surewash Terms of Sale**

1. PRICES, TAXES AND USE. Unless otherwise stated in writing by Glanta Limited T/A Surewash,

(a) all quoted prices expire in accordance with the quote provided by Glanta Limited T/A Surewash, and (b) all quoted prices are exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem) and similar taxes or duties now in force or hereafter enacted. Buyer (Defined as: the person, company or entity that places an order with Glanta Limited T/A Surewash for the product either for their own end use or authorised resale) agrees to pay the invoice for all Product (Defined as: products available to purchase from Glanta Limited T/A Surewash) purchased pursuant to the quote. Buyer will pay all taxes, fees or charges of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Buyer and Glanta Limited T/A Surewash. If Glanta Limited T/A Surewash is required to collect the foregoing, such amounts will be separately stated on the invoice, and must be paid by Buyer unless Buyer provides Glanta Limited T/A Surewash with a valid tax exemption certificate authorized by the appropriate taxing authority. Buyer agrees to provide Glanta Limited T/A Surewash with a valid resale certificate for the Product purchased for resale. The resale certificate will detail the name and address of the end user the Product serial numbers and the address at which the Product is placed. The Buyer must not rent the Product to any other party without the express written permission or authorisation of Glanta Limited T/A Surewash. Buyer will only use the Product as it is intended and in compliance with Glanta Limited T/A Surewash's then published documentation. Glanta Limited T/A Surewash Product documentation is available at [www.surewash.com/product](http://www.surewash.com/product).

2. DELIVERY. At the time Product is picked up by the common carrier from a Glanta Limited T/A Surewash location it is delivered, and risk of loss passes to Buyer, title only passes to the Buyer when all fees quoted or invoiced to the Buyer are paid in full to Glanta Limited T/A Surewash.

3. SHIPMENT. In the absence of specific shipping instructions, Glanta Limited T/A Surewash will ship by the method it deems most advantageous using standard commercial packaging. Buyer agrees to pay all transportation charges and costs associated with shipment of the Product, including any special or export packaging requested or required under the circumstances, as determined by Glanta Limited T/A Surewash. Buyer is responsible for obtaining insurance against damage to the Product during shipment.

4. TERMS OF PAYMENT. All payment terms are set out in the attached invoice. Past due invoices are subject to a monthly charge equal to the lesser of one and one-half percent (1.5%) per month, or the highest rate of interest permitted by law. If any invoice remains unpaid after sixty (60) days from the due date, notwithstanding any agreement or course of dealing between Glanta Limited T/A Surewash and Buyer, (i) all subsequent orders will be accepted only on a C.O.D. or cash-with-order basis until satisfactory credit is reestablished at Glanta Limited T/A Surewash's sole discretion, and (ii) Glanta Limited T/A Surewash may suspend shipment of any Product ordered until all outstanding invoices are paid.

5. SOFTWARE AND PROPRIETARY RIGHTS. All software supplied is proprietary to Glanta Limited T/A Surewash and/or its licensors. Use of the software is subject to the terms of the applicable end user license agreement. The latest version of which can be viewed at [www.surewash.com/legal](http://www.surewash.com/legal). Glanta Limited T/A Surewash, its licensors or suppliers retain all proprietary rights in and to any Product sold.

6. SALES CONVEY NO LICENSE. Product is sold by Glanta Limited T/A Surewash subject to the condition that the sale does not convey any license, under any patent claim covering complete equipment, or any assembly, circuit combination, method or process in which any such Product are used as components. Glanta Limited T/A Surewash and its suppliers reserve all rights under such patent claims.

7. LIMITED WARRANTY. The product warranty is available to view at [www.surewash.com/warranty](http://www.surewash.com/warranty). Any applicable software warranty is set out in the then applicable End User License Agreement the latest version of which is available at [www.surewash.com/legal](http://www.surewash.com/legal).

8. **LIMITATION OF LIABILITY.** Neither Glanta Limited T/A Surewash nor its suppliers will be liable for any loss, damages or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of Glanta Limited T/A Surewash, including but not limited to supplier delay, force majeure, act of God, labor unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay. GLANTA LIMITED T/A SUREWASH'S AND ITS SUPPLIERS' LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR SALE WILL BE LIMITED TO THE REFUND OF THE PRODUCT PURCHASE PRICE. IN NO EVENT WILL GLANTA LIMITED T/A SUREWASH OR ITS SUPPLIERS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCT BY BUYER OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT) WHETHER OR NOT GLANTA LIMITED T/A SUREWASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST BUYER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. **SUBSTITUTIONS AND MODIFICATIONS.** Glanta Limited T/A Surewash has the right to make substitutions and modifications in the specifications of the Product sold, provided that such substitutions or modifications will not materially affect overall product performance.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Glanta Limited T/A Surewash and Buyer and supersedes any other agreements or offers including any purchase order of Buyer. This Agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of this Agreement by its express terms. Buyer hereby acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein. No modification of this Agreement shall be effective unless in writing signed by both Buyer and Glanta Limited T/A Surewash.

11. **WAIVER.** The failure by Glanta Limited T/A Surewash to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance by Buyer of any of the provisions herein will not in any way be construed as a waiver of such provisions.

12. **APPLICABLE LAW.** Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of Ireland without regard to or application of choice of laws, rules or principles. Both parties hereby consent to the exclusive jurisdiction of the competent courts in Dublin, Ireland for all claims. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement or the Product. Any Buyer initiated action for a dispute hereunder must be brought within one (1) year of the accrual of such dispute.

13. **ATTORNEYS' FEES.** The prevailing party in any litigation involving the enforcement or interpretation of this Agreement is entitled to recovery of reasonable attorneys' fees and costs.

14. **IMPORT AND EXPORT REQUIREMENTS.** Buyer shall, at its own expense, pay all import and export licenses and permits, pay customs charges and duty fees, and take all other actions required to accomplish the export and import of the Product purchased by Buyer. Buyer warrants that it will comply in all respects with the export and re-export restrictions including but not limited to those set forth in the export license for every product shipped to Buyer.