

## CAMBUS MEDICAL TERMS OF SALE

### 1. Scope of Contract

- 1.1 The Seller will only accept Orders for Goods from the Buyer, and will only sell Goods to the Buyer, subject to, and in accordance with, these Terms.
- 1.2 These Terms, together with each individual Order and related specifications accepted by the Seller subject to, and in accordance with, these Terms, constitute a Contract for the sale of Goods by the Seller to the Buyer. No terms or conditions endorsed on, delivered with or contained in the Buyer's Order, confirmation of Order, specification or other document form part of the Contract as a result of such document being referred to in the Contract or otherwise.
- 1.3 Each Contract in respect of each individual Order is individual and separate from any other Contract entered into by the Seller and Buyer from time to time.
- 1.4 This Contract comprises all the terms upon which the Seller agrees to sell or supply Goods to the Buyer. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this condition excludes or limits the Seller's liability for fraudulent misrepresentation.
- 1.5 The terms and conditions set out in these Terms prevail over any terms and conditions put forward by the Buyer and no conduct of the Seller constitutes acceptance of any terms or conditions put forward by the Buyer unless the Managing Director of the Seller expressly agrees to them in writing by express reference to this clause.
- 1.6 In consideration of the mutual rights and obligations of the parties and the payment of one euro (the sufficiency and receipt of which each party hereby acknowledges), the Signatory, intending to be legally bound, accepts these Terms for and on behalf of itself and all its Affiliates from time to time.

### 2. Orders and Specifications

- 2.1 Each Order or acceptance of a quotation for Goods by the Buyer from the Seller is deemed to be an offer by the Buyer to buy Goods subject to these Terms.
- 2.2 No Order placed by the Buyer is deemed to be accepted by the Seller unless and until a written acceptance of the Order is issued by the Seller or, if earlier, the Seller delivers the Goods to the Buyer or the Buyer collects the Goods from the Seller.
- 2.3 Any quotation is valid for thirty (30) days only from its date of issue, provided that the Seller has not previously withdrawn it. Any quotation is given by the Seller on the basis that no Contract comes into existence unless and until the Seller despatches an acceptance of the Order to the Buyer.
- 2.4 Goods ordered by the Buyer are specially prepared and custom manufactured. Accordingly, a Contract or Order for Goods may not be cancelled or terminated by the Buyer except, if at all, with the Seller's prior written consent.

- 2.5 The Buyer will ensure that the terms of its Order and any applicable specification are complete and accurate and that the specifications are fit for the purpose intended.
- 2.6 The Seller may reject or seek revisions to proposed specifications in which case the Buyer will, in good faith, revise the specifications accordingly. However, the Seller has no responsibility or liability whatever for determining whether the specifications, and any resulting Goods, will be fit for the purpose intended by the Buyer.
- 2.7 Orders are accepted and Goods are delivered subject to availability of the relevant raw materials and the Seller accepts no responsibility and is not liable in any way to the Buyer if the Goods ordered are unavailable.
- 2.8 If the raw materials specified in the Buyer's specification are not available, the Buyer must nominate an alternative substitute raw material to be used in the manufacture of the Goods which will then constitute a new Order.
- 2.9 The Seller will have no liability for materials supplied or made available to the Seller for use in the manufacturing of the Goods which is scrapped, discarded or otherwise lost in the manufacturing and supply process. The Seller will, however, take reasonable care to avoid any loss of materials supplied by the Buyer.
- 2.10 The Seller may reject any Orders from time to time despite the fact that it has previously entered into a Contract or accepted Orders in respect of similar or identical Goods.

### 3. Description

- 3.1 The quantity, specification and description of the Goods is as set out in the Seller's quotation or acceptance of Order.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They do not form part of the Contract and this is not a sale by sample.

### 4. Delivery

- 4.1 The Seller may deliver the Goods by separate instalments. Each separate instalment will be invoiced and paid for in accordance with the provisions of the Contract.
- 4.2 Each instalment is a separate Contract and no cancellation or termination of any one Contract relating to an instalment entitles the Buyer to repudiate or cancel any other Contract or instalment.
- 4.3 Unless otherwise agreed to in writing by the Seller, delivery of the Goods takes place at the Seller's Premises and the remainder of this clause 4.3 applies:
  - (a) The Buyer, or its nominated carrier, will take delivery of the Goods at the Seller's Premises within ten (10) days of the Seller giving it notice that the Goods are ready for delivery.

- (b) Delivery of the Goods is Ex Works (the Seller's Premises) Incoterms 2000 (which Incoterm is hereby incorporated into the Contract). Accordingly, the Goods are at the sole risk of the Buyer (including for loss or damage arising out of the Buyer's or the carrier's negligence) on and from when the Goods are made available by the Seller for collection by the Buyer at the Seller's Premises.
  - (c) The Buyer is responsible for loading the Goods.
- 4.4 If the Order provides that the Seller will deliver the Goods to a nominated destination, then the remainder of this clause 4.4 applies:
- (a) The Buyer will take delivery of the Goods when they are made available by the Seller (or its agent) for collection at the Delivery Point.
  - (b) Delivery of the Goods is Ex Works (the Seller's Premises) Incoterms 2000 (which Incoterm is hereby incorporated into the Contract). Accordingly, the Goods are at the sole risk of the Buyer (including for loss or damage arising out of the Seller's or the carrier's negligence) on and from when the Goods are made available by the Seller at the Seller's Premises for collection by its carrier.
  - (c) The Buyer is responsible for insuring the Goods (and the Seller is not required to insure the Goods at any time).
  - (d) The Buyer is solely responsible for unloading the Goods at the Delivery Point and will make all arrangements necessary to take delivery of the Goods whenever they are made available at the Delivery Point.
  - (e) The Buyer is solely responsible for discharging all taxes, charges, levies, tariffs or similar and for procuring any licences, permits, consents, authorisations or similar arising out of or in connection with the export and/or delivery of the Goods.
  - (f) The Seller is entitled to make a charge for the cost of delivery and an additional charge may be levied for delivery otherwise than by the Seller's normal carrier.
- 4.5 In all events:
- (a) Delivery is deemed to take place on and from when the Goods are made available by the Seller (or its nominee) at the Delivery Point.
  - (b) Any dates specified by the Seller for shipping or delivery of the Goods are an estimate and time for delivery is not of the essence and will not be made of the essence by notice. If no dates are so specified, delivery or shipping will be within a reasonable time.
  - (c) The Seller may deliver or ship the Goods at any reasonable time before or after the quoted date.
  - (d) If the Seller delivers to the Buyer a quantity of Goods of up to ten percent (10%) more or less than the quantity accepted by the Seller in accordance with clause 2, the Buyer is not entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall, the Order is deemed to have been completed and the Buyer will pay for such Goods at the pro rata Contract rate.
  - (e) The Buyer will provide at the Delivery Point and at its expense and risk, adequate and appropriate equipment and manual labour for loading/unloading the Goods.
  - (f) The Seller is not liable to the Buyer for any loss or damage caused to the Buyer by late delivery of the Goods (even if caused by the Seller's or the carrier's negligence), nor does any delay entitle the Buyer to terminate or rescind the Contract except if it exceeds one hundred and eighty (180) days.
  - (g) If the Buyer refuses or fails to take delivery of the Goods delivered in accordance with the Contract or fails to take any action necessary on its part for delivery of the Goods, the Goods are deemed to have been delivered by the Seller and the Seller may, at its absolute discretion, either:
    - i. store the Goods until final delivery at the sole risk and expense of the Buyer (including for loss or damage caused by the Seller's or the carrier's negligence), whereupon the Buyer is liable for all related costs and expenses (including, without limitation, storage, transit and/or insurance) from the date of delivery; or
    - ii. dispose of the Goods as the Seller may determine and recover from the Buyer (in addition to the Contract price) any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, transport, storage and disposal costs) from the date of delivery.
- 5. Non-delivery**
- 5.1 The quantity and quality of any consignment of Goods as recorded by the Seller on despatch from the Seller Premises is conclusive evidence of the quantity and quality of the Goods received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
  - 5.2 The Seller is not liable for any non-delivery of Goods unless the Buyer gives written notice to the Seller of the non-delivery within [[ten (10)]] days of the date when the Goods would in the ordinary course of events have been received or the date of delivery, whichever is the earlier.
  - 5.3 Any liability of the Seller for non-delivery of the Goods is limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
  - 5.4 The Seller is not liable for non-delivery of the Goods where the Goods are carried by the Buyer or by a carrier on behalf of the Buyer.
- 6. Title**
- 6.1 The legal and beneficial ownership of the Goods will not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Goods.

- 6.2 The legal and beneficial ownership of the Goods will not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of all other sums which are or which become due to the Seller from the Buyer on any account.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer will:
- (a) hold the Goods on a fiduciary basis as the Seller's bailee;
  - (b) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (d) maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer will produce the policy of insurance to the Seller.
- 6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- (a) any sale is effected in the ordinary course of the Buyer's business at full market value; and
  - (b) any such sale is a sale of the Seller's property on the Buyer's own behalf and the Buyer deals as principal when making such a sale.
- 6.5 The Buyer's right to possession of the Goods terminates immediately if a Termination Event occurs.
- 6.6 The Seller is entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 6.7 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 6.8 This clause 6 does not entitle the Buyer to return the Goods and refuse or delay payment on the grounds that property and/or title have not passed.
- 6.9 Each provision in this clause 6 is separate and independent of the other provisions and is severable.
- 6.10 The Seller's exercise of its rights under this clause 6 is without prejudice to its other rights under the Contract.
- 7. Seller's Warranty**
- 7.1 The Seller, subject to this clause 7, warrants that the Goods will materially conform to the accepted specification at the date of delivery in accordance with clause 4. This warranty applies subject to full payment in respect of all Goods ordered by the Buyer under any Contracts.
- 7.2 Subject to clause 7.3 and 7.4, if any of the Goods are proven by the Buyer to be in breach of the warranty in clause 7.1, the Seller will, at its sole discretion, either:
- (a) repair or replace the Goods (or the defective part) found not to be in accordance with the specification at its own expense; or
  - (b) reduce the Contract price by an amount equivalent to that proportion of the price payable in respect of the Goods found not to conform to the specification,
- provided that, if the Seller so requests, the Buyer, at the Seller's expense, returns the Goods or the part of such Goods which is defective to the Seller's Premises. The Seller's obligations under this clause 7.2 do not extend to any goods or parts into which the Goods are incorporated.
- 7.3 The Seller is not liable for a breach of the warranty in clause 7.1 unless:
- (a) the Buyer gives written notice of the defect to the Seller within ten (10) days of the date the relevant Goods were delivered to the Buyer in accordance with clause 4; and
  - (b) the Seller is given a reasonable opportunity after receiving notice of the alleged defect to examine such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's Premises at the Seller's cost for the examination to take place there.
- 7.4 The Seller is not liable for a breach of the warranty in clause 7.1 if:
- (a) the Buyer makes any further use of the relevant Goods after identifying the alleged breach, whichever is the earlier;
  - (b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
  - (c) the Buyer alters or repairs such Goods without the written consent of the Seller;
  - (d) the defect in the Goods is caused by fair wear and tear, abnormal or unsuitable conditions of storage or use, transit by the carrier or any act, neglect or default of the Buyer or any third party or arising from any breach of the Contract by the Buyer;
  - (e) the breach arises because the specifications are not fit for the purpose intended; and/or
  - (f) the breach arises from circumstances outside of the Seller's reasonable control.
- 7.5 Any Goods (or parts of them) replaced belong to the Seller. The warranty in clause 7.1 applies to any repaired or replacement Goods.
- 7.6 The Seller does not warrant that the Goods are fit for any particular purpose of the Buyer.

7.7 If the Seller complies with clause 7.2 it will have no further liability or responsibility for a breach of the warranty in clause 7.1 in respect of such Goods.

7.8 The warranty in clause 7.1, and the rights of the Buyer under clause 7.2, are the Buyer's exclusive rights and remedies arising out of or in connection with the Goods including any defect in the quality of the Goods or failure by the Goods to conform to the specification or any description, sample or previously supplied goods or to be fit for any purpose or to be of merchantable quality. The Buyer agrees that this is fair and reasonable in the circumstances and has been reflected in the price.

## 8. Liability

8.1 Except as expressly provided in this Agreement, all terms, conditions, warranties and/or representations, whether express or implied by statute or common law, are excluded to the fullest extent permitted by applicable law. Without prejudice to the generality of the foregoing, all terms, conditions, warranties or representations implied by sections 13, 14 and 15 of the Sale of Goods Act 1893 and/or section 39 of the Sale of Goods and Supply of Services Act 1980 are hereby excluded to the fullest extent permitted by applicable law. For certainty, the Buyer confirms that it has entered into the Contract in the course of its business and not as a consumer and that the exclusions in these Terms are fair and reasonable in the circumstances and have been reflected in the price.

8.2 Except as expressly provided in this Agreement, the Seller is not liable to the Buyer in contract, tort (including negligence or breach of statutory duty), equity or otherwise for any of the following losses or damages, whether direct or indirect, and even if they were foreseeable or known or the Seller was advised of the possibility of them in advance:

- (a) loss of actual or anticipated profits or revenues;
- (b) loss of business opportunity or investment;
- (c) loss of savings or anticipated savings;
- (d) loss of goodwill or reputation;
- (e) liability under any other contracts; and/or
- (f) any indirect, special, economic or consequential loss or damage howsoever caused.

8.3 Nothing in this contract exclude the Seller's liability for:

- (a) breach of section 12 of the Sale of Goods Act 1893; or
- (b) fraud or deceit; or
- (c) for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability.

8.4 Despite any other provision contained in these Terms and subject only to clause 8.3, the Seller's liability to the Buyer for all damages, losses and causes of action whether in contract, tort (including negligence or statutory duty), equity or otherwise arising out of or in connection with the performance or non-performance of the Contract will not exceed five thousand euro (€5,000).

## 9. Price and payment

9.1 All Goods will be invoiced, on or at any time after delivery in accordance with clause 4, at prices specified in the Seller's quotation for that specific part number. The price for the Goods is exclusive of any value added tax and all costs or charges in relation to, loading, unloading, carriage and insurance, all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.

9.2 Payment in full for Goods delivered is due not later than twenty five (25) days after the date of issue of the invoice. No payment is deemed to have been received until the Seller has received cleared funds.

9.3 The Seller reserves the right to charge interest on sums paid late at the rate of 4% above the base rate of the Bank of Ireland in force from time to time, both before and after judgment.

9.4 Except where the Seller reduces the Contract price in accordance with clauses 5.3 or 7.2, the Buyer will pay the full invoice price of Goods delivered (or deemed to have been delivered) without any deduction, withholding, counterclaim or set-off (including on the grounds of any alleged shortfall in delivery, defect in quality or failure to conform to specification, sample, description or previously supplied goods or any breach of Contract by the Seller).

9.5 The Buyer will make all payments due to the Seller under this Contract in cleared funds by payment into Cambus Teoranta, Allied Irish Bank, Lynch's Castle Galway, Account number 21152-036, Sort Code 93-70-96. All payments will be made in euro unless otherwise agreed in writing by the Seller. If a payment is made in a currency other than euro, the payment received by the Seller must equate to the amount quoted in euro for the Goods.

9.6 The Seller reserves the right at its absolute discretion to require payment prior to delivery or alter the terms of payment from time to time.

9.7 Time for payment is of the essence. If any payment is overdue, the Seller is entitled, without prejudice to any other right or remedy, to suspend all further deliveries or supplies of Goods under any Contract entered into with the Buyer and/or any of its Affiliates without notice.

9.8 All payments payable under the Contract to the Seller become immediately due upon its termination despite any other provision.

9.9 If the Buyer is exempt from any tax or charge, it is the Buyer's responsibility to furnish the Seller with a valid and current exemption certificate.

## 10. Intellectual Property

10.1 The Buyer warrants, represents, confirms and agrees that (i) the use and possession of any specifications and any related documents or manuals provided by the Buyer to the Seller; (ii) the manufacture of the Goods by the Seller in accordance with the Buyer's specification and any related documents or manuals; and (iii) the resulting Goods do not and will not infringe the Intellectual Property Rights of any third party.

- 10.2 The Buyer hereby irrevocably agrees to fully and effectively indemnify, hold harmless and keep so indemnified on demand the Seller from and against any and all costs, claims, demands, damages, losses, liabilities, awards and/or expenses (including legal costs and expenses) whatever which are suffered and/or incurred by the Seller and which directly or indirectly arise out of, in connection with or as a result of any breach of, or non-compliance with, clause 10.1.
- 10.3 The Buyer acknowledges and agrees that all Intellectual Property Rights in the processes used or developed by the Seller in the manufacture and production of the Goods belong to, and fully vest in, the Seller.
- 10.4 The Buyer will not without the Seller's permission re-sell any Goods supplied under this Contract from which any label or logo has been removed or altered.

## 11. Termination

11.1 The Seller may terminate these Terms and/or any Contract immediately and at any time (without liability) if a Termination Event occurs. A "Termination Event" means where:

- (a) a meeting of the Buyer's creditors is called pursuant to Section 266 of the Companies Act 1963 (as amended) or the Buyer is bankrupt, enters into any liquidation or has a receiver of its assets appointed, or has a provisional liquidator appointed or a petition for its winding up is advertised or presented or a petition is presented requesting the appointment of an examiner or anything analogous to any of the aforementioned events occurs in any other jurisdiction (otherwise than for the purpose of amalgamation or reconstruction upon terms previously approved in writing by both parties);
- (b) the Buyer ceases or threatens to cease to trade;
- (c) the Buyer fails to, or threatens not to, pay all sums due on time; and/or
- (d) the Buyer encumbers or in any way charges any of the Goods in a manner inconsistent with the Seller's rights under clause 6.

11.2 Except as expressly stated in the Contract, on any expiration or termination (for whatever reason) of the Contract, all rights and obligations of either party in respect of each other pursuant to the Contract immediately end except that this is without prejudice to each party's accrued rights, obligations and liabilities then existing at the time of termination or expiration which continue to exist and any rights, obligations and liabilities which expressly or by implication are intended to commence or continue in effect on or after termination or expiration of the Contract.

## 12. Force Majeure

12.1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of

terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials (called "Force Majeure"), provided that, if the event in question continues for a continuous period in excess of one hundred and eighty (180) days, either party is entitled to give notice in writing to the other to terminate the Contract.

## 13. Confidentiality

13.1 The Buyer will keep in confidence any information of a confidential nature obtained under or in connection with these terms or a Contract or during the course of the parties' business relationship, will use that information only for the purposes of the Contract and will not disclose that information to any person (other than its employees who may need to know the information) without the prior written consent of the Seller.

13.2 Clause 13.1 does not apply to information to the extent only that it (i) has been published other than through a breach of these Terms or the Contract; (ii) is lawfully in the possession of the Buyer before such disclosure took place as evidenced by its records; and (iii) is obtained from a third party who is free to disclose it.

13.3 This clause survives the termination of these Terms and/or the Contract.

## 14. Applicable Law and Jurisdiction

14.1 The formation, construction and performance of the Terms and the Contract, and all any related disputes whatever, are governed in all respects by Irish Law.

14.2 The Seller and Buyer agree that the Irish Courts have the exclusive jurisdiction to decide any dispute arising out of or in connection with the formation, construction or performance of the Terms and/or the Contract.

14.3 This clause 14 does not prevent the Seller from seeking provisional or protective relief, or enforcing any judgement, in any jurisdiction outside of Ireland.

## 15. Notices

15.1 Any notice given by one party to the other under the Contract must be in writing and must be delivered personally or by pre-paid registered post and in the case of post will be deemed to have been given 2 Working Days after the date of posting. Notices must be delivered or sent to the relevant party's registered office or principal place of business.

## 16. General

16.1 The Buyer may not assign or deal in any way with all or any part of the Contract, or its rights or obligations under the Contract, without the prior written consent of the Seller. The Seller may assign a Contract, or any rights or obligations under a Contract, and the Buyer hereby agrees to such and will do any reasonable matters to evidence such agreement. The Seller may sub-contract its rights and obligations under the Contract.

- 16.2 If any condition of the Contract is found by any court to be invalid or unenforceable, such invalidity or unenforceability does not affect the other conditions of the Contract which shall remain in full force and effect and the condition in question shall apply with such modification as may be necessary to make it valid and enforceable.
- 16.3 Nothing in the Terms or the Contract is intended to create a partnership, agency or employment relationship of any kind, or any form of a joint venture, between the parties or to authorise either party to act as agent for or on behalf of the other. Neither party has authority to make representations, act in the name or on behalf of or otherwise to bind or incur liability on behalf of the other.
- 16.4 Each right and remedy of the Seller is without prejudice to any other right or remedy of the Seller whether under the Contract or not and may be waived only in writing. Any failure to exercise or any delay in exercising a right or remedy does not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver by the Seller of any breach of, or any default under, any provision of the Contract is not a general waiver or a waiver of any subsequent default or breach and in no way affects the other terms of the Contract.
- 16.5 No variation, amendment, explanation or alteration of any of the provisions of the Contract is effective unless it is in writing and signed by or on behalf of each party by express reference to this clause.
- 16.6 In these Terms, the singular includes the plural and the masculine includes the feminine and neuter and vice versa and references to persons include firms and companies.
- 16.7 The section headings do not form a part of these Terms and do not affect their construction or interpretation.
- 16.8 These Terms become effective only upon them being executed by or on behalf of each of the parties. These Terms may be executed in any number of counterparts and by each party to this Agreement on separate counterparts, each of which when executed and delivered will constitute an original; all such counterparts together constituting but one and the same instrument.

**17. Definitions**

17.1 In these Terms:

**'Affiliate'** means any company from time to time that (a) the Signatory controls either directly or indirectly; (b) controls the Signatory either directly or indirectly; (c) is controlled either directly or indirectly by the company referred to in (b); as the case may be, where "control" means the ability to vote greater than fifty percent (50%) of the outstanding voting rights in such company.

**'Buyer'** means the person or organisation named as the Buyer in the Order (which is either the Signatory or one of its Affiliates from time to time).

**'Contract'** has the meaning given to it in clause 1.2.

**'Delivery Point'** means the place where delivery of the Goods is to take place under clause 4, namely the Seller's Premises or the point of delivery nominated in the accepted Order.

**'Force Majeure'** has the meaning given to it in clause 12.1.

**'Goods'** means the goods detailed in each Order placed by the Buyer, as accepted by the Seller.

**'Intellectual Property Rights'** means any intellectual property rights including, without limitation, goodwill, patents, copyrights, design rights, trade marks, sui generis database rights, confidential information, whether registered or unregistered or capable of registration, anywhere in the world, together with applications or rights to apply for any of the foregoing.

**'Order'** means each request made by the Buyer to the Seller, whether in writing or orally, for the supply of a quantity of Goods.

**'Seller'** means Campus Teroranta (t/a Cambus Medical), a limited company registered in Ireland with registered number 429287 (and its successors and assigns).

**'Seller's Premises'** means Cambus Medical, Baile an tSagairt, Spiddal Co. Galway, Ireland.

**'Signatory'** means the person or organisation for and on behalf of whom these Terms are executed (and its successors and permitted assigns), as identified below.

**'Termination Event'** has the meaning given to it in clause 11.1.

**'Terms'** means the terms and conditions set out herein.

**'Working Day'** means any day from Monday to Friday inclusive which is not a public or bank holiday in Ireland.

**Signed for and on behalf of the Signatory and its Affiliates:**

**Name of Signatory (Type name of buyer organisation):**

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**Authorised Representative:**

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**Date:**

**Signed for and on behalf of Cambus Teoranta:**

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**Authorised Representative:**

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**Date:**

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