



## *Terms & Conditions*

### **1) DEFINITIONS**

“Goods” means any goods and/or services provided by the Company as ordered by the Client.

“Company” means Tippsat Satellite, Saorview & Internet Services.

“Client” means the person, firm or company placing an order with the Company.

### **2) APPLICATION**

These terms and conditions apply to any provision of services or materials by the Company to the Client.

### **3) FORMATION OF CONTRACT**

All Goods sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed below) which form part of the Client’s contract with the Company. Terms and conditions on the Client’s order form or other similar document shall not be binding on the Company.

### **4) QUOTATIONS**

The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve.

### **5) ORDERS**

Installation or Services will be deemed to have been placed when confirmation has been received by a responsible executive of the client company.

### **6) RIGHT TO SUB CONTRACT**

Unless otherwise agreed the Company shall be entitled to sub-contract all or any part of the work.

### **7) TIMETABLE**

The Company will use its best endeavours to supply the services or materials within the quoted time (normally within a maximum of seven days from order or otherwise as agreed) but time will not be of the essence within the contract.

### **8) COPYRIGHT**

The Client acknowledges that the rights to the Goods are owned by the Company and that the Goods are protected by copyright laws, international treaty provisions and all other applicable national laws.

### **9) RISK OF LOSS**

The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods.

## **10) PAYMENTS**

10.1 New clients or other clients out of terms may be expected to pay in advance for their services up to 75% of goods costs.

10.2 All other invoices issued by the Company shall be paid by the Client within Twenty One (21) days of the date of invoice unless otherwise agreed in writing by the Company. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgement at the rate of five (5) percent from the due date until the date of payment. In addition, invoices unpaid for more than 60 days after the invoice date will incur a surcharge of either €30 or 5% of the outstanding amount, whichever sum is greater.

10.3 If any amount of an invoice is disputed then the Client shall inform the Company of the grounds for such dispute within seven days of delivery of the goods and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms.

10.4 The Company reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.

## **11) CANCELLATION**

In view of the nature of the service, any order – once confirmed by the Company – is not cancellable. Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses, work or cancellation conditions will be reimbursed to the Company forthwith.

## **12) EMPLOYMENT OF PERSONNEL**

Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Goods.

## **13) WARRANTY**

13.1 The Company warrants that it has the right to provide the Goods but otherwise the Goods are provided on an “as-is” basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Goods are suitable for the purposes intended by the Client.

13.2 The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete.

#### **14) LIMITATION OF LIABILITY**

14.1 The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods. Any liability of the Company shall in any event be limited to the fees paid by the Client in the year in which the event of default arises.

14.2 Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

14.3 The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.

#### **15) FORCE MAJEURE**

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

#### **16) GOVERNING LAW**

These Terms of Trading shall be subject to and construed in accordance with the laws of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish courts.