

Terms and Conditions of Equipment Hire (Republic of Ireland)

PARTIES

(1) **VIDEOJET TECHNOLOGIES LIMITED**, incorporated and registered in Ireland with company number 909420 whose registered office is at Unit C2 South City Business Park, Tallaght, Dublin 24 (“**Videojet**”); and

(2) [**FULL COMPANY NAME**] incorporated and registered in (**Country**) with company number [**Number**] whose registered office is at [**Registered office address**] (“**Customer**”)

AGREED TERMS

1. THE CONTRACT

- 1.1 The Quotation sets out the Equipment and Care Plan Services that the Customer shall receive in accordance with these Terms and Conditions (and the Terms and Conditions of Service Agreements. The Quotation shall be deemed to be accepted when both parties sign these Terms and Conditions or when the Customer accepts delivery of the Equipment whichever is sooner and at which point and on which date the Agreement shall come into existence (“**Effective Date**”).
- 1.2 The Term of this Agreement shall be from the Effective Date until the earliest of either sixty (60) months from the Effective Date (“**Hire Period**”), or final payment and return to Videojet of all the Equipment by the Customer in accordance with clause **Error! Reference source not found.**, or termination of the Agreement in accordance with clause 13.
- 1.3 Capitalised terms are defined in clause 16.

2. SCOPE OF AGREEMENT

- 2.1 From the Effective Date and subject to these Terms and Conditions Videojet shall:
 - (a) hire the Equipment to the Customer for use at the Facilities; and
 - (b) provide the Care Plan Services to the Customer.

3. HIRE PERIOD

Videojet shall hire the Equipment to the Customer for the Hire Period unless this Agreement is terminated earlier in accordance with its terms.

4. TITLE, RISK AND INSURANCE

- 4.1 The Equipment shall at all times remain the property of Videojet, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Terms and Conditions).
- 4.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Customer (“**Risk Period**”) until such time as the Equipment is redelivered to Videojet. During the Hire Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
 - (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Videojet may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Videojet may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

- (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Videojet may from time to time consider reasonably necessary and advise to the Customer.
- 4.3 The Customer shall provide Videojet with at least twenty (20) Business Days' prior written notice of cancellation or material change in insurance (including any reduction in coverage or policy amount).
- 4.4 Customer shall upon Videojet's written request name Videojet on the policies as a loss payee in relation to any claim relating to the Equipment. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 4.5 The Customer shall give immediate written notice to Videojet in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.
- 4.6 If the Customer fails to effect or maintain any of the insurances required under the Agreement, Videojet shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 4.7 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Videojet and proof of premium payment to Videojet to confirm the insurance arrangements.
- 4.8 If any of the Equipment is lost, stolen, destroyed or damaged to such an extent as to be in the opinion of the insurers incapable of economic repair, any insurance monies payable shall be applied in the following order:
 - (a) in paying to Videojet the unpaid balance of the Hire Price together with any interest and other sums payable by the Customer under this Agreement; and
 - (b) in paying any surplus to the Customer.

5. OBLIGATIONS IN RESPECT OF THE EQUIPMENT

- 5.1 The Customer shall during the term of this Agreement:
 - (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Videojet;
 - (b) take such steps (including compliance with all safety and usage instructions provided by the Videojet) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - (c) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Videojet;
 - (d) keep Videojet fully informed of all material matters relating to the Equipment;
 - (e) permit Videojet or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter the Facilities or any premises at which the Equipment may be located, and shall grant unimpeded access and facilities for such inspection;
 - (f) keep the Equipment in the Customer's actual possession and control at all times;
 - (g) maintain the Equipment only as instructed by Videojet, and shall be responsible for any damage to or misuse of the Equipment during the Term;
 - (h) use its best endeavours to ensure that the Equipment remains in good and serviceable repair and condition, and shall notify Videojet promptly in the event that the Equipment or any part thereof requires repair, services or maintenance other than in accordance with any scheduled services;
 - (i) not have the Equipment repaired, maintained, serviced by any person firm or company other than Videojet or persons authorized by Videojet;

- (j) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify Videojet and the Customer shall at its expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Videojet on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (k) ensure that Videojet has unimpeded access to the Equipment when required during the Term in order to effect necessary repairs or maintenance;
- (l) ensure that at all times the Equipment remains identifiable as being Videojet's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (m) not do or permit to be done anything which could invalidate the insurances referred to in clause 4;
- (n) obtain all necessary licences, permits and permissions for the use of the Equipment and not use the Equipment or permit the same to be used contrary to law or any regulation or byelaw for the time being in force;
- (o) punctually pay all registration charges, licence fees, rents, rates, taxes and other outgoings payable in respect of the Equipment or the use thereof or in respect of any premises in which the Equipment may be kept;
- (p) indemnify Videojet against loss, theft of or damage to the Equipment or any part thereof from whatever cause arising and whether or not such loss or damage results from the negligence of Customer; and
- (q) pay Videojet all expenses (including legal costs) incurred by or on behalf of Videojet in ascertaining the whereabouts of, taking possession of, preserving, insuring and storing the Equipment and of any legal proceedings taken by or on behalf of Videojet to enforce the Agreement.

5.2 The Customer shall not (and shall not attempt to) sell, underlet or lend, assign, pledge, mortgage, charge or otherwise dispose of, deal with or encumber:

- (a) the Equipment or any item thereof;
 - (b) any interest in the Equipment or in this Agreement;
 - (c) the Purchase Option,
- except with Videojet's prior written consent.

5.3 The Customer shall not create or allow to be created any lien on the Equipment whether for repairs or otherwise. In the event of any breach of this sub-clause by Customer, Videojet shall be entitled (but shall not be bound) to pay to any third party such sum as is necessary to procure the release of the Equipment from any charge, encumbrance or lien and shall further be entitled to recover such sum from Customer forthwith.

5.4 The Customer shall not move or transfer the Equipment or any part thereof away from the Facilities without prior written notice to Videojet. In the event of such transfer, the Customer shall notify Videojet of the new Facility, and the requirement of giving notice to move or transfer shall apply to the Equipment in the new Facility.

5.5 The Customer shall ensure that the Equipment and any other products received from Videojet under the Agreement, will not be exported, diverted, transferred or otherwise disposed of in violation of applicable laws in force from time to time regarding import and/or export regulations, tax and/or customs and duties, either in their original form or after being incorporated into other items.

6. RETURN OF EQUIPMENT

6.1 Within five (5) Business Days of the end of the Hire Period or upon termination of this Agreement, whichever is the sooner, Customer shall return all of the Equipment to Videojet in accordance with its shipping instructions at Customer's cost and risk. Equipment shall be returned to such address as Videojet requires.

- 6.2 Customer will allow Videojet or its representative's access to the Facilities or any premises where the Equipment is located for the purpose of removing the Equipment, if the Equipment is not returned to Videojet on time. The costs associated with such removal shall be borne by Customer.

7. CHARGES

- 7.1 The Customer shall pay the Charges to Videojet in accordance with the Quotation and this clause 7. Videojet may invoice the Customer for the Charges on a monthly basis starting with the date of delivery to the Customer.
- 7.2 Pricing is subject to change only by Videojet upon any change in information and/or requirements during the course of the Agreement. Otherwise all pricing is firm. Videojet does not represent that its prices will be the lowest charged to any other customer or comparable to prices offered by any third party.
- 7.3 All Charges are expressed exclusive of value added tax (“VAT”) and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 7.4 Invoices for Charges, if correct and undisputed, shall fall due and payable to Videojet thirty (30) calendar days from the Customer's receipt of the invoice (“**Due Date**”).
- 7.5 In the event that the Customer fails to make a payment in respect of any correct and undisputed invoices or any other payments due to Videojet under this Agreement, by the relevant Due Date, the Customer shall pay interest in respect of the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment.
- 7.6 Interest under this clause 7 will accrue each day at the rate 4% per annum above the base rate of the European Central Bank.
- 7.7 All amounts due under this Agreement shall be paid in full without any set-off counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. DELIVERY

- 8.1 Delivery of the Equipment shall be made by Videojet in Ireland at the Customer's expense (EXW, Incoterms 2020). Where the Customer provides special transportation instructions, the Customer shall bear any additional expenses, including special handling, packaging and additional freight charges.
- 8.2 Videojet shall use reasonable endeavours to effect Delivery by the date and time as set out in the Quotation.
- 8.3 Videojet shall at the Customer's expense install the Equipment at the Facilities. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by Videojet, the Customer's duly authorised representative shall sign a receipt confirming such acceptance. The acceptance has to take place within thirty (30) days after delivery. If not, and if the non-installation and / or acceptance is not solely caused by Videojet, the acceptance shall be deemed as given by Customer.
- 8.4 To facilitate Delivery and installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.

9. WARRANTIES

- 9.1 Videojet warrants that the Equipment shall substantially conform to Videojet's published specifications (as set out in the Quotation), be of satisfactory quality, be materially fit for any purpose held out by Videojet and that the Care Plan Services shall be delivered with reasonable skill and care.

- 9.2 Insofar as the Equipment does not comply with sub-clause 9.1 during the Hire Period, Videojet (as the Customer's sole remedy) shall repair or replace such Equipment , provided that:
- (a) the Customer notifies Videojet of any defect in writing within ten (10) Business Days of the defect occurring;
 - (b) Videojet is permitted to make a full examination of the alleged defect;
 - (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Videojet's authorised personnel;
 - (d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and
 - (e) the defect is directly attributable to defective material, workmanship or design.
- 9.3 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Videojet, the Customer shall be entitled only to such warranty or other benefit as Videojet has received from the manufacturer and is entitled to pass on the Customer.
- 9.4 This Agreement sets forth the full extent of Videojet's obligations and liabilities in respect of the Equipment and its hiring and sale to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Videojet except as specifically stated in these Terms and Conditions. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded, including but not limited to any such terms implied by the Sale of Goods Act 1893 or the Sales of Goods and Supply of Services Act 1980.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Equipment and Care Plan Services shall be owned by Videojet.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on Videojet obtaining a written licence from the relevant licensor on such terms as will entitle Videojet to licence such rights to the Customer.

11. CONFIDENTIALITY AND DATA PRIVACY

- 11.1 Subject to sub-clause 11.2, a party ("**Receiving Party**") shall keep in strict confidence and undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain.
- 11.2 The Receiving Party may only disclose such confidential information:
- (a) to those of its employees, officers, representatives or advisers agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Agreement; and
 - (b) as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 11.3 This clause 11 shall survive termination of the Agreement.

- 11.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 11.5 Neither party shall use the name or any trademark, trade name, logo or symbol of the other party in any advertising, promotion, press or publicity releases, written articles or communications without the prior written consent of the other party.
- 11.6 The collection, storage, deletion and use of personal data from Customer and its employees takes place in full compliance with the relevant data protection regulations according to the Privacy Policy of Videojet. Further information on data processing, data security and data protection also be found in the Privacy Policy.

12. LIMITATION OF LIABILITY

- 12.1 Nothing in the Agreement shall limit or exclude either parties liability for:
 - (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be excluded by law.
- 12.2 Subject to sub-clause 12.1, Videojet shall not be liable to the Customer under this Agreement for any:
 - (a) loss of profit; or
 - (b) indirect or consequential loss arising under or in connection with the Agreement; in each case, however caused, even if foreseeable.
- 12.3 Videojet's total aggregate liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed a sum equal to 100% of the Charges paid or payable in the calendar year in which the claim (or first in a series of connected claims) occurred.

13. TERMINATION

- 13.1 Without limiting its other rights or remedies, either party may terminate the Agreement by giving the other party ninety (90) days written notice.
- 13.2 Without limiting its other rights or remedies, either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so.
- 13.3 Without affecting any other right or remedy available to it, Videojet may terminate this Agreement with immediate effect by giving notice to the Customer if:
 - (a) the Customer fails to pay any Charges or other amounts due under this Agreement on the Due Date and remains in default not less than seven (7) calendar days after being notified in writing to make such payment;
 - (b) the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - (c) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - (d) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

- (f) an application is made to court, or an order is made, for the appointment of an examiner, or a notice of intention to appoint an examiner is given or an examiner is appointed, over the Customer (being a company);
 - (g) a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;
 - (h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within fourteen (14) calendar days;
 - (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.3(c) to 13.3(h) (inclusive); or
 - (j) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 13.4 This Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

14. CONSEQUENCES OF TERMINATION

- 14.1 On termination of the Agreement for any reason:
- (a) the Customer shall immediately pay to Videojet all of Videojet's outstanding unpaid invoices and interest accrued pursuant to clause 7.6 and, in respect of the Equipment and Care Plan Services supplied but for which no invoice has been submitted, Videojet shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the Customer shall pay to Videojet any costs and expenses incurred by Videojet in recovering the Equipment and/or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs) promptly on demand;
 - (c) Customer shall return any Equipment or other deliverables. Until they have been returned, Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement; and
 - (d) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry and clauses which expressly or by implication survive termination shall continue in full force and effect.
- 14.2 In the event that the Customer terminates this Agreement pursuant to clause 13.1, without prejudice to any other rights or remedies of Videojet, the Customer shall pay Videojet an early cancellation fee of 90% of the Hire Price due for the Equipment for the remainder of the Hire Period [less Videojet's reasonable assessment of the market value of the Equipment on sale]. The sums payable pursuant to this clause 14.2 shall be agreed compensation for Videojet's loss and shall be payable in addition to the sums payable pursuant to clause 14.1(a) and 14.2(b). Such cancellation fee shall be payable to Videojet within thirty (30) calendar days of termination of this Agreement.
- 14.3 Upon termination of this Agreement for whatever reason, Videojet may without notice retake possession of the Equipment and for that purpose by any of its servants or agents enter upon any land or premises on or in which the Equipment or any part thereof is or is reasonably believed by Videojet to be situated. The Customer shall upon such termination return to Videojet all registration books and certificates, policies and certificates of insurance (if any) relating to the Equipment.

15. GENERAL

- 15.1 Neither party shall in any circumstances other than for payment obligations be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Videojet or any other party), epidemics, pandemics, failure of a utility service or transport or telecommunications network, difficulties obtaining labour, materials or manufacturing materials, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors ("**Force Majeure**"). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six (6) months, the party not affected may terminate the Agreement by giving thirty (30) calendar days' written notice to the other party.
- 15.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3 If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of this Agreement will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 15.4 If any provision or part-provision of this Agreement is deemed deleted under sub-clause 15.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.5 This Agreement and any documents referred to in it constitute the entire agreement between the parties and supersede and extinguish any previous arrangement, understanding promise, assurance, warranty, representation or agreement between them whether written or oral, relating to the subject matter of the Agreement. Each party acknowledges that, in entering into the Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) of any person (whether a party to the Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.6 No variation of the Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.
- 15.7 Subject to sub-clause 15.6 the event of any conflict between any of the documents comprising the agreement, this Agreement will take precedence.
- 15.8 Videojet shall be entitled to assign the benefit of this Agreement or any right of Videojet arising hereunder, including the licence conferred on Videojet to enter upon premises and inspect and/or repossess the Equipment. The Customer shall not be entitled to assign transfer, mortgage, charge, subcontract, delegate declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without Videojet's prior written consent. The rights and obligations of the parties under this Agreement shall continue for the benefit of, and shall be binding on, their respective successors and assigns.
- 15.9 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership, agency or joint venture between any of the parties, constitute any party

- the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 15.10 Unless it expressly states otherwise, this Agreement does not give rise to any rights to any third party to enforce any term of this Agreement.
- 15.11 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 15.12 Any notice under the Agreement must be in writing and must be delivered by hand or sent by pre-paid post or recorded delivery post to the other party at its address set out in the Agreement or such other address as may have been notified by that party for such purposes. A notice delivered by hand will be deemed to have been received when delivered (or if delivery is not in normal business hours, at 9 AM on the first Business Day following delivery). A correctly addressed notice sent by pre-paid post or recorded delivery post will be deemed to have been received on the Business Day after posting or at the time recorded by the delivery service. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.13 This Agreement and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the laws of Ireland. The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement, its subject matter or its formation.

16. DEFINITIONS AND INTERPRETATION

- 16.1 Defined terms in the Agreement shall have the following meanings:

Agreement: the Quotation and these Terms and Conditions which, once executed, together constitute a contract between Videojet and the Customer.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Dublin are open for business.

Care Plan Services: the services specified in the Quotation.

Charges: the charges set out in the Quotation payable by the Customer for the supply of the Equipment and Care Plan Services in accordance with clause 7.

Delivery: means the transfer of physical possession of the Equipment according to the agreed Incoterm.

Effective Date: has the meaning set out in sub-clause 1.1.

Equipment: the items of equipment and related accessories set out in the Quotation. The Equipment shall include all additions and accessions thereto and all replacements, substitutions and renewals thereof whether made before or after the Effective Date.

Facilities: the premises in which the Equipment is to be used by Customer, as nominated in the Quotation or as subsequently agreed by the parties after the commencement of this Agreement.

Hire Period: the period of time during which, pursuant to this Agreement, the Equipment is on hire to Customer, as set out in the Quotation (“**Start Date**” / “**End Date**”).

Hire Price: the aggregate price payable for the hire of the Equipment and Service Care Plan, as set out in the Quotation.

Intellectual Property Rights: means all present and future rights conferred by statute, common law or equity in any territory in or in relation to patents, rights in inventions, copyright and related rights, moral rights, database rights, rights in designs, trademarks, business and domain names, rights in goodwill or to sue for passing off, and other similar or equivalent rights or forms of protection (whether or not registered or capable of registration) and all applications (and rights to apply) for, and for renewals and extensions of, any such rights as may now or in the future exist anywhere in the world.

Quotation: means an order for the Equipment and Care Plan Services and which is executed in accordance with clause 1.

Supplies: means the goods (excluding the Equipment) as set out in the Quotation which shall be supplied during the Hire Period.

Term: the term of the Agreement as specified in sub-clause 1.2.

Terms and Conditions: these terms and conditions of Equipment Hire.

Total Loss: the Equipment is, in Videojet's reasonable opinion damaged beyond repair, lost, stolen, seized or confiscated.

VAT: value added tax or any equivalent tax chargeable in Ireland or elsewhere.

16.2 Interpretation:

- (a) Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- (b) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (c) Clause, Schedule and paragraph headings shall not affect the interpretation of the Agreement.
- (d) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- (e) A reference to a person shall include a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- (f) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (g) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- (h) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- (i) References to clauses are to the clauses of the Agreement.
- (j) A reference to writing or written includes e-mail.
- (k) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- (l) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

IN WITNESS WHEREOF the parties agreed to be bound to the content of these Terms and Conditions and the Quotation and have caused the Agreement to be executed by their duly authorised representatives

Signed on behalf of Videojet Technologies Limited

Name: _____

Title: _____

Date: _____

Signature: _____

Signed on behalf of the Customer

Name: _____

Title: _____

Date: _____

Signature: _____

PO #: _____