

Agrigear Ltd.

Terms & Conditions of Sale

1. INTERPRETATION

In these conditions of sale:

- (a) The expression 'Goods' or 'Agrigear Goods' means any goods sold or supplied or services provided by the company to the customer.
- (b) The expression 'person' includes all individuals, firms, partnerships, and bodies corporate.
- (c) The expression 'The Company' means Agrigear Limited.
- (d) The expression 'The Customer' means a person to whom the company sells or supplies Agrigear goods and includes the servants or agents of any such person.
- (e) The expression 'Contract' means a contract between the Company and the Customer for the sale and purchase of Agrigear Goods in accordance with these Conditions.

2. APPLICATION OF CONDITIONS

2.1 All sales or supplies of Agrigear goods (or services) by the company are subject to these Conditions of sale and no other terms and conditions shall apply to any sale or supply by the company unless it is expressly agreed in writing by a person so authorised to act on behalf of the company.

2.2 Acceptance by the Customer of Agrigear goods shall constitute acceptance of these conditions of sale. In the case of any conflict, discrepancy or difference between any provision contained in these Conditions of sale or documents incorporated herein or any terms or conditions therein, and any provision of any other written Agreement (the other Agreement) governing the supply of these goods or the provision of these services, the provisions in the other Agreement shall always prevail.

2.3 Quotations issued by the Company do not constitute an offer by the Company to supply the Goods referred to therein

2.4 Unless otherwise expressly stated in the Quotation, the price quoted is valid for a period of 5 days after it is issued

3. PRICE CONDITIONS AND TERMS

3.1 Agrigear Ltd. reserves the right to increase from time to time the current price list without giving written notification to the Customer due to the volatile nature of the raw materials used and specific market conditions.

3.2 In such cases where the Agrigear Goods are sold by reference to the Company's published price list, the price payable for the Goods shall be the price stipulated in the Company's published price list current at the date of the Contract, or the date on which the Goods were ordered by the Customer (as applicable). Otherwise, the price payable for the Goods shall be the price agreed upon by the Company and the Customer.

3.3 The price is exclusive of VAT (or any similar tax) or any tax or duty relating to manufacture, transport, export, import, sale or delivery of the goods which shall be due at the rate ruling on the date of the Company's invoice.

3.4 All prices are quoted in Euros unless otherwise specified, and all payments must be made in Euros unless otherwise agreed in writing by the Company.

3.5 Title to goods sold by Agrigear Ltd. shall remain vested in Agrigear Ltd. and shall not pass to the Customer until the purchase price for the goods has been paid in full and received by Agrigear Ltd.

4. PLACING AN ORDER

4.1 The Customer must accept Agrigear Ltd.'s Terms & Conditions in full before an order is placed. Whether an order is placed by phone, online or in person, the Customer must ensure that all information is correct before submitting the order. The Customer must provide their correct phone number, email address, order number (where applicable) and any special instructions when placing the order.

4.2 When the Customer places an order, this represents an offer to purchase Agrigear Goods from the Company.

4.3 If an order is placed on the Company's Website, the Company will send the Customer an email to confirm that the order has been received, however, this email confirmation does not mean that the Company have accepted the Customer's order. If the Company rejects the order for any reason, or cannot supply the Goods ordered, the Company will contact the Customer to advise of this and to offer an alternative where appropriate.

5. DELIVERY

5.1 Whilst every effort will be made to fulfil orders, the acceptance by the company of an order for goods shall not bind the Company to make delivery of such goods, and the Company shall not be liable for any delay or failure to make delivery.

5.2 No delay in the delivery of the Goods shall affect the price of the Goods or entitle the Customer to reject any delivery or any further instalment or part of the order or any other order from the Customer or to repudiate the Contract or the order.

5.3 Unless the Customer otherwise directs, in which case additional cost shall be borne by the Customer then, the company will not consign or otherwise deliver Agrigear goods except to the address of the Customer.

5.4 Subject to the other provisions of these Conditions Agrigear Ltd. shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs damages, charges or expenses caused directly or indirectly by a delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds sixty (60) days.

6. PAYMENT

6.1 Payment for Agrigear Goods supplied shall be due and received not later than 30 days from the date of invoice unless alternative payment terms have been agreed in writing by the Company in which case those terms are binding.

6.2 In case of payment by cheque, therefore, this will need to be banked by the Company 5 days before the last working day of the relevant month.

6.3 Payment shall not be deemed to have been made in accordance with these Conditions of Sale unless in respect of any sum due such sum is made available for disposal by the Company in the ordinary course of its business.

6.4 In the event of any default by the Customer in causing payment to be received by the due date, the sum payable (together with all sums payable for any further Agrigear Goods supplied up to the date when proceedings are commenced) shall become due and payable forthwith together with interest. Interest from the due date will be calculated at a monthly rate of 1.5%. Interest will be charged for each month or part thereof during which the Customer remains in default.

6.5 If any sum payable hereunder or any part thereof shall become due or the Customer shall;

- (i) Make or offer to make any arrangement or composition with any of its creditors.
- (ii) Permit distress for rent or execution of a judgment to be levied over the whole or any part of its assets.
- (iii) Commit any act of bankruptcy.
- (iv) Have a receiver appointed over the whole or any part of its assets.
- (v) Have a petition presented or resolution passed for its winding up (other than for a reconstruction or amalgamation).

All sums owing by the Customer to the Company shall become immediately due and payable.

6.6 In the event that the Customer fails to make payment of any invoice within its due date for payment then the Company shall be entitled to Suspend or cancel deliveries of any Goods due to the Customer

7. RETURNS

7.1 Except where, prior to shipment, Agrigear Ltd. agrees in writing to accept return of the Goods

sold, the Company reserves the right to decline at its sole discretion requests from the Customer to return quantities of the Goods ordered but not utilized by Customer for any reason. No returns may be made without Company's written approval. For approval and issuance of Goods return instructions, the Customer should contact Agrigear Ltd.

7.2 The Customer shall pay all return shipping charges to the Agrigear Ltd unless otherwise agreed with the Company prior to the Goods being returned.

7.3 The Customer may not off-set from payments due to Agrigear Ltd., any amounts for returns or expected returns except with the Company's written permission. Agrigear Ltd. shall not be obligated to issue any payments or credits for returned amounts where the Customer is in default of any of its payment obligations.

7.4 Goods will only be accepted for credit provided:

- The goods are not of a unique design specially made for the customer
- Tyres returned within 6 months from date of invoice will be credited in full, subject to goods being intact, not damaged and not used
- Tyres returned between 6 and 12 months from date of invoice are subject to a 10% restocking charge
- All complete wheels (tyres fitted on rims), regardless of date of invoice, are subject to a 10% restocking charge
- All rims, regardless of date of invoice, are subject to a restocking charge of €25+VAT each
- Tyres, rims and complete wheels will not be accepted for credit return after 12 months from date of invoice

7.5 The customer will be liable for any fees or charges incurred by the Company in undertaking any extra work, requirement, modification, test or inspection in relation to any Goods returned by the Customer

8. CLAIMS FOR DAMAGE, SHORTAGE, LOSS

Damage or partial loss must be advised in writing to the Company within 7 days of receipt of the Agrigear goods. Non-delivery of goods must be advised in writing to the company within 7 days of receipt of the invoice. Details of loss or damage must, in all cases, be shown on the carrier's documents and/or that of the consignee and the carrier. No claim for lost or damaged goods or in respect of shortages will be entertained unless the requirements for notification have been complied with.

9. PROPERTY AND RISK

9.1 The risk in the Agrigear goods shall pass to the Customer when the Agrigear Goods arrive at the customer's premises.

9.2 Notwithstanding the earlier passing of risk the ownership of Agrigear Goods supplied to the customer shall remain in the Company and not pass to the Customer until the Company has received

in cash or cleared funds payment in full for all those goods and for all other Agrigear Goods or services supplied by the Company to the Customer or those Agrigear Goods have been sold by the Customer.

9.3 Until title passes the Customer shall hold the Agrigear Goods as bailee for the Company and ensure that at all times they are clearly identified as property of the Company.

9.4 If any payment owing to the Company is overdue in whole or in part the Company may with or without prior notice (without prejudice to any of its other rights) recover and resell the Agrigear Goods or any part thereof and may enter upon the Customer's premises for those purposes.

9.5 Where any of the Agrigear Goods supplied are fitted to other goods but remain unsold by the Customer the Company may remove the Agrigear Goods, without being liable for any damage thereby occasioned, from the other goods for the purpose of recovering or reselling the same in accordance with sub clause (9.4) of this clause.

9.6 The Company shall, without prejudice to any other remedy, be entitled to maintain an action for the price of the Agrigear Goods although title in them has not passed to the Customer.

10. CONDITIONS AND WARRANTIES (Claims)

10.1 The clause shall not apply to section 12 of the Sales of Goods Act 1980.

10.2 Subject to sub-clause (10.1) of this clause all conditions, warranties and representations, express or implied, statutory or otherwise are excluded to the full extent allowed by law except to the extent that they are expressly acknowledged in writing on behalf of the Company.

10.3 Where there is the possibility of a claim for defective goods the customer shall return the goods to Agrigear with a full report, the report shall detail the working conditions, machine type, speed and loading, only when all details are received can a decision be made on whether a claim is justified or not.

10.4 In the case of a possible manufacturing fault in a tyre or other product where Agrigear cannot make an immediate decision as to the existence of a claim, the product must be inspected by the manufacturer or their representative and a report issued on the matter. This determines whether a claim exists or not.

10.5 The warranty given by Agrigear in the case of all products is the manufacturer's warranty, goods will only qualify for warranty where they have been used within the working parameters set out in the manufacturer's specifications and recommendations. Misuse of goods will immediately disqualify from warranty.

11. BRANDING, MARKING, REMOULDING OR RE-TREADING

The Customer shall not:

- (i) Subject to Clause (ii) of this section, alter, remove or vary in any way any numbers or other distinguishing marks on any Agrigear Goods.

- (ii) Carry out to any Agrigear Goods, any modification other than those (if any) expressly authorised by the Company.
- (iii) Re-sell any Agrigear goods which have been so altered or modified as aforesaid.

12. EXPORT

The Customer shall not without the Company's written permission export or sell or advise for sale for export purposes Agrigear goods to a country which is not a member of the European Union except where fitted to or forming component parts of a motor car, machine implement or other vehicle.

13. GOODS FOR REPAIR

Goods left by a customer at the Agrigear premises for repair must be collected within a period of one calendar month, where goods are left for a period in excess of six months they will be sold by Agrigear to recover all costs.

14. HEALTH AND SAFETY

Where Agrigear Goods are supplied the Customer undertakes to comply with such instructions as may be issued by the Company from time to time concerning any steps, precautions or other measures required to be taken in order to ensure that Agrigear goods shall be safe and without risk to health when properly used.

15. CUSTOMERS UNDERTAKING

The Customer undertakes not to sell or to supply any Agrigear Goods except on terms which incorporate Conditions 11, 12, 13, 14, so that any Purchaser from him is effectively bound thereby.

16. LIMITATION OF LIABILITY

16.1 Without prejudice to the generality of Condition 10 above, the Company shall be under no liability to the Customer:

16.1.1 In respect of any defect arising from wear and tear, willful damage, negligence, abnormal working conditions, a failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;

16.1.2 whatsoever in the event that the full price (including, without limitation, those matters set out in Condition 9) for the Goods has not been paid by the due date for payment;

16.1.3 or otherwise be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Company's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the

generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

- (a)** Act of God, explosion, flood, tempest, fire or accident;
- (b)** war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (c)** acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- (d)** import or export regulations or embargoes;
- (e)** strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- (f)** difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- (g)** power failure or breakdowns in machinery.

16.2 Where any valid claim in respect of any of the Goods is based on any defect in the quality or condition of the Goods or their failure to meet their specification is notified to Agrigear Ltd. in accordance with these Conditions then the Company shall be entitled to fix or replace the Goods (or the part in question) free of charge, or at the Company's sole discretion refund to the Customer the price of the Goods (or a proportionate part thereto), but upon the Company undertaking either of the steps in this Condition 10.2 the Company shall have no further liability to the Customer. In any event, and notwithstanding anything else to the contrary, the Customer shall not be entitled to any additional amounts or any other reimbursement, except as explicitly set forth in the preceding sentence of this Condition 10.2. For the removal of doubt, the Customer shall not be entitled to any reimbursement due to defect in the quality or condition of the Goods or their failure to meet their specification, unless the Company was notified of such defect and decided, at its sole discretion, not to replace the Goods (or any applicable component thereof) with conforming Goods or components. Notwithstanding anything else to the contrary in these Conditions, Agrigear Ltd. shall not be under any obligation to fix or replace the Goods, or refund the price of such Goods, unless (i) it was notified of the defect in the quality or condition of the Goods or their failure to meet their specification, and (ii) it had the opportunity to inspect the Goods within a reasonable time after it was notified of the defect/non-conformity of the Goods. Except in respect of death or personal injury caused by the Company's gross negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods.

16.3 Any claim (including any relating to the quality of the Goods) by the Customer arising out of this Contract shall be provided to the Company by written notice setting forth fully the facts on which it is based immediately after the date when the facts were discovered or reasonably should have been discovered, but in any event no later than 90 days after the date the Goods were delivered by the Company. The Customer unconditionally waives any and all claims that are not made during the requisite period required by this Contract and the Company shall not be obliged to accept any such claims made after such period.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 As between the Customer and the Company, all intellectual property rights and all other rights in the Goods and the Company's website shall be owned by the Company, the Company's agents, subcontractors, consultants and employees as appropriate.

17.2 The Customer shall indemnify the Company on a full indemnity basis against any and all actions, costs (including, without limitation, the costs of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement of any patent, registered design, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Company with the Customer's specific instructions relating to the use of the Customer's intellectual property rights.

18. DATA PROTECTION

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on the Company's behalf in connection with the Goods. (Please refer to our Privacy Policy for further details).

19. TERMINATION OF THE CONTRACT

The conditions herein set out (including every stipulation as to time unless provided herein to the contrary) are hereby declared to be the essence of every contract made with the Company and if the Company shall default in or commit a breach of any of these conditions or any other obligations to the Customer or if any distress or execution shall be levied upon the Customer's property or assets, or if the Customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer is a limited company (and any amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine any contract then subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.

19.1 Unless otherwise agreed by the Company and the Customer in writing, no Contract or work order may be terminated by the Customer except by mutual agreement in writing.

19.2 Termination of a Contract or a work order is subject to the following conditions: (i) The Customer will pay for all undelivered Goods which are completely manufactured and allocable to Customer at the time of Company's receipt of notice of termination; and (ii) The Customer will pay all costs, direct and indirect, which have been incurred by Agrigear Ltd. with regard to Goods which have not been completely manufactured at the time of the Company's receipt of notice of termination, plus a pro rata portion of normal profit on the Contract.

19.3 No forbearance or indulgence by the Company shown or granted to the Customer whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the



Company against the Customer or be regarded as any waiver of any of these Conditions.

20. UNFAIR CONTRACT TERMS

The Company considers these terms and conditions to be fair and reasonable having regard to the provisions of the Unfair Contract Terms Act 1977. If a Customer considers these terms and conditions to be unfair or unreasonable, he must advise the Company in writing prior to entering into any contract with the Company or he will be deemed to have accepted these Conditions as fair and reasonable.

21. ENTIRE AGREEMENT

These conditions and such other terms as may be expressly agreed by the Company in writing constitute the entire agreement between the Company and the Customer. All other discussions, correspondence or communications between the Company and the Customer whether oral or written shall not constitute any part of an agreement.

22. TECHNICAL ADVICE OR OBSERVATION

22.1 At Customer's request, Agrigear Ltd. (or representative it may designate) may provide certain limited observation and/or technical advice associated with the sale and/or use of the Goods sold under this Contract ("Services"). Agrigear Ltd. reserves the right to establish limits on the total time allocated to the Customer for such Services. Where the Customer and Agrigear Ltd. contract in writing for additional or extended services, if any, those terms shall be controlling, within the scope of those extended services described.

22.2 Services are offered in an advisory capacity only, and the Customer assumes full responsibility for its use or non-use of such Services and agrees that the Company shall have no liability for the Customer's use or non-use thereof and the Company makes no warranty, expressed or implied, as to the services.

22.3 Any provision of the Contract notwithstanding, each of Agrigear Ltd. and the Customer, (in each case an "Indemnifying Party") shall indemnify and defend the other Party and shall be responsible for all losses, damages, claims, liabilities (including legal fees), demands, penalties and interest ("Claims") arising out of Services, where also arising out of (i) injury, disease, or death of the Indemnifying Party's own employees, or (ii) loss of or damage to the Indemnifying Party's own property, even if (i) or (ii) above is caused in whole or in part by the negligence of an indemnified party or their employees or agents.

22.4 When visiting each other's premises, the Customer and the Company and their respective personnel shall observe all rules or regulations that are in force on such premises. The Customer shall inform the company of hazards, reasonably associated with the provision of the Services. A Party may keep or withdraw its personnel from any site of the other Party without any liability for delay or otherwise if, in the opinion of the first Party, that site represents a danger to the safety of its personnel.

23. PROPER LAW

Any contract entered into between the company and the Customer subject to these conditions shall be subject to and construed in accordance with Irish Law, and the Irish courts shall have exclusive jurisdiction in respect of all claims, disputes or matters arising out of the conditions contained herein.

24. BUSINESS ARRANGEMENTS

Agrigear goods are sold only under these Conditions of Sale. Those matters unless otherwise referred to under the heading 'Business Arrangements' are descriptive only of the Company's current trading policy and do not give rise to any binding obligation on the Company to observe them.

25. ACCOUNTS

All accounts are to be paid to the Company, at Bailieborough unless otherwise directed. For goods whether sold or repaired, invoices will be dated with the date of despatch and a statement of account will be furnished covering despatches up to the end of the month and payment is to be made and received by 30 days from the date of the invoice, unless alternative payment terms have been agreed in writing by the Company in which case those terms are binding.

IMPORTANT NOTE

ON RECEIPT OF GOODS PLEASE ENSURE YOU CHECK THE TYRE PRESSURE AND ADJUST IT TO THAT REQUIRED FOR THE APPLICATION IN WHICH IT IS TO BE USED. PLEASE ENSURE THAT ALL NUTS AND BOLTS ON THE WHEEL ASSEMBLY ARE TIGHT BEFORE FITTING THE WHEEL TO THE MACHINE.

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