

**Russell
Brennan
Keane**

General Terms of Business

August 2011

These General Terms of Business apply to all services delivered or due to be delivered by Russell Brennan Keane to a client unless otherwise agreed in writing.

Definitions

The meanings of the following expressions, wherever used in the Services Contract, shall be as follows (and derivative terms shall be construed accordingly):

Charges – the monetary value of the payment due to Russell Brennan Keane for the value of Services supplied plus outlays.

Engagement Letter – any letter, contract of sale or communication enclosing the General Terms of Business and recording the scope and nature of products and services offered. In the event of any inconsistency between the Engagement Letter and any other elements of the Services Contract, the Engagement Letter shall prevail.

Ireland – means the Republic of Ireland.

Other Beneficiaries – any and each person or organisation identified in the Engagement Letter (other than you) as a beneficiary or recipient of the Services or any product thereof.

Russell Brennan Keane, us or we - The contracting party identified by the Letter of Engagement.

Russell Brennan Keane is the registered business name for the trading entities of Russell Brennan Keane business comprising, at the time of publication, Russell Brennan Keane Business Advisers (registration number 141428), Russell Brennan Keane Business Services (registration number 334442) and Russell Brennan Keane Partnership.

Russell Brennan Keane Persons – Russell Brennan Keane, each of our partners, employees, agents and subcontractors, together with any other body corporate or entity controlled or owned by or associated with us and each of its shareholders, employees, agents and subcontractors and “Russell Brennan Keane Person” shall mean any one of them.

Services – the products and services delivered or due to be delivered by us.

Services Business Day – means a day other than a Saturday or Sunday or public holiday in Ireland on which banks are generally open for business.

Services Contract – the General Terms of Business with Appendices and the applicable Engagement Letter, together with any documents or other terms applicable to the Services (“Additional Terms”) to which specific contractual reference is made in the Engagement Letter.

The Appendices– means the outline of the responsibilities and services applicable to specified engagements.

References in the Services Contract to statutory provisions shall be construed as references to those provisions as respectively amended, extended, re-enacted or consolidated from time to time (whether before or after the date we issue our Engagement Letter) and shall include any provisions of which they are re-enactments (whether with or without modification) and shall also include any orders, regulations or other subordinate legislation made from time to time under those provisions.

1. Our Services and Responsibilities

1.1 The Engagement Letter shall set out the Services and associated matters.

1.2 The Services shall be delivered with reasonable skill and care.

1.3 We may acquire sensitive information concerning your business or affairs in the course of delivering the Services (“Confidential Information”). We shall comply with the confidentiality standards and requirements of Chartered Accountants Ireland and of any other authority in Ireland with whose requirements we are bound to comply, as well as any obligations imposed on us by Irish law. We shall be entitled to disclose information to our legal advisers or professional indemnity insurers or as provided for in section 10.3 or where necessary to comply with any legal, governmental or professional regulatory requirements and shall likewise not be in breach of our obligation in this section 1.3 where any such Confidential Information is or becomes generally available to the public otherwise than by an unauthorised disclosure or where the Confidential Information was lawfully in our possession prior to it being furnished to us by you.

1.4 For the purposes of marketing our services we may wish to disclose that we have performed work for you, in which event we may identify you by name and we may indicate the general nature or category of the Services and any details which have properly entered the public domain.

1.5 We may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services we may supply oral, draft or interim advice or reports or presentations but in such circumstances our written advice or our final written report shall take precedence. No reliance shall be placed by you on any draft or interim advice or report or any draft or interim presentation. Where you wish to rely on oral advice or on an oral presentation made on completion of the Services, you shall inform us and we shall supply documentary confirmation of the advice concerned.

1.6 We shall not be under any obligation in any circumstances to update any advice, report or any product of the Services, oral or written, for events occurring after the advice, report or product concerned has been issued in final form.

1.7 All communications with you shall be supplied by us on the basis that it is for your benefit and information only and that it shall not be copied, referred to or disclosed, in whole (save for your own internal purposes) or in part, without our prior written consent. You shall not

quote our name or reproduce our logo in any form or medium without our prior written consent. You may disclose in whole any product of the Services to your insurers, legal and other professional advisers for the purposes of your seeking advice in relation to the Services, provided that when doing so you inform them that:

- Disclosure by them (save for their own internal purposes) is not permitted without our prior written consent, and
- To the fullest extent permitted by law we accept no responsibility or liability to them in connection with the Services.

1.8 Any advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the Services ("Forecasts") shall not amount to any form of assurance that we have determined or predicted future events or circumstances and any such Forecasts are for information and indicative purposes only and we do not warrant, nor shall we be liable, in any way whatsoever, for their accuracy.

2. Ownership

2.1 We shall retain ownership of the copyright and all other intellectual property rights in the product of the Services, whether oral or tangible, and ownership of our working papers. For the purposes of delivering the Services to you we shall use and share knowledge, experience and skills of general application gained through performing services for other clients. Similarly, we shall be entitled to use, develop or share with other clients knowledge, experience and skills of general application gained through performing the Services.

3. Our Charges

3.1 Details of our Charges for products and services supplied and any special payment terms will be set out in the Engagement Letter. Upon payment on foot of our delivery of a request for payment, we will issue you with a VAT invoice.

- We shall render a request for payment of Charges (please note this does not constitute a VAT invoice) in respect of the Services and VAT thereon (where appropriate). We will be entitled to submit interim requests for payment for services and disbursements as the work progresses.
- Subject to making the necessary disclosures under the Investment Business Intermediaries Act 1995, commissions paid to us in respect of Investment Business services provided to you under the same Act will be retained by us unless otherwise set out in the Engagement letter.
- Requests for payment will normally be rendered monthly unless other arrangements are agreed. Requests for payment are payable on presentation.

3.2 Our charges shall be based on the degree of responsibility of our partners, employees, agents or subcontractors, as the case may be, involved in delivering the Services, their skill and time spent by them in performing them and the nature and complexity of them. Our Charges may differ from estimates or quotations, such estimates or quotations shall be provisional only and shall not be binding on us.

3.3 Russell Brennan Keane, (on the decision of any partner), may act as agent for billing and collection purposes, on behalf of the contracted party identified in the Engagement Letter.

3.4 You shall pay our Charges (without any right of set-off) on presentation of our request for payment or at such other time as may be specified in the Engagement Letter.

3.4.1 We may charge interest on any outstanding balances at the statutory rate from time to time in force (this rate applying after as well as before any Court award or judgement in our favour in respect of outstanding balances).

3.4.2 If the Services Contract is terminated or suspended by either party on giving notice in accordance with these terms (such as for a failure by you to make payment on foot of our delivery of a request for payment within the relevant time period or otherwise), we shall be entitled to payment for outlays incurred to that time and to payment of additional Charges where applicable. Our Charges for work done shall in this event be calculated by reference to our Charges at the time of performance of our work.

4. Your Responsibilities

4.1 Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for the management, conduct and operation of your business and your affairs and for deciding on the extent to which you wish to rely on, use or implement advice or recommendations or other products of the Services.

4.2 Where we perform work at your premises or use your computer systems or telephone networks, you shall ensure that all facilities as may be required by us are made available without cost to us.

4.3 You shall not solicit the employment of any Russell Brennan Keane Person involved in performing the Services while the Services are being performed or for a period of three months following their completion or following termination of the Services Contract without our prior written consent. This prohibition shall not prevent you from running recruitment campaigns nor from offering employment to any Russell Brennan Keane Person who may respond to any such campaign.

5. Information & Data Protection

5.1 You shall supply promptly all information and assistance and all access to documentation and personnel under your control where required by us. You shall use your best endeavours to procure these supplies where they are not under your control. You shall inform us of

any information or developments which may come to your notice and which might have a bearing on the Services. You shall supply information in response to our enquiries (if any) to enable us to comply with our statutory responsibilities to make disclosures to relevant authorities in respect of money laundering and other criminal activity that we may encounter during performance of the Services and where such disclosures include Confidential Information we shall act in accordance with section 1.3.

5.2 We may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we reasonably believe to be authorised by you to communicate with us for such purposes. We may communicate with you by electronic mail on the basis that you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and that you shall perform virus checks. We do not accept any liability for non-receipt or late receipt by you of electronic mail or for any corruption of the information sent to you or, notwithstanding the provisions of section 1.3, its accidental disclosure to third parties (through interception or otherwise).

5.3 We may receive information from you or from other sources in the course of delivering the Services.

- To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from the provision of incorrect or incomplete information to us by any person, whether due to the fraud, misrepresentation, or negligence of the supplier or withholder of the information.

5.4 To permit us to deliver the Services, you authorise us to process personal data on your behalf in accordance with the Data Protection Acts, 1988 and 2003. We shall take appropriate measures designed to protect against unauthorised or unlawful processing of personal data and against its accidental loss or destruction, or damage to it and we shall act only on your instructions. We shall comply at all times with applicable legislation and other legal requirements whether as to the security of personal data or otherwise. We shall answer your reasonable enquiries to enable you to monitor all Russell Brennan Keane Persons' compliance with this section.

5.5 In the course of providing the Services, we will place details of our main contact in your business on our client database. These details will not be made available to any third parties. However, we may from time to time send you information in relation to our business, the services which we provide and other matters which we think would be of interest to you. If you do not wish to receive this information, please contact the Chief Executive by writing to him at RBK House, Irishtown, Athlone, Co. Westmeath, Ireland. You have a right to request a copy of the information we hold about you and to have any inaccuracies in your information corrected.

6. Knowledge and Conflicts

6.1 In this clause and in section 6.3 and 6.4 the following definitions shall apply:-

- "the Engagement Team" shall mean, collectively or individually, those Russell Brennan Keane Persons involved in delivering the Services.
- "Colleagues" or "a Colleague" shall mean, collectively or individually, Russell Brennan Keane Persons who are not members of the Engagement Team.

6.1.1 The Engagement Team shall not be required, expected or deemed to have knowledge of any information known to Colleagues, which is not known to the Engagement Team, or be required to obtain such information from Colleagues.

6.1.2 The Engagement Team shall not be required to make use of or to disclose to you any information, whether known to them personally or known to Colleagues, which is confidential to another client.

6.2 Safeguards are available which are designed to facilitate the protection of each client's interests, including separate terms, their geographical and operational separation and access controls over computer servers and electronic mail systems ("Barriers").

6.3 We or other Russell Brennan Keane Persons may be approached to advise another party or parties who are in dispute with you, or to represent the interests of a party or parties whose interests are opposed to yours through their material concern in matters to which the Services are specifically and directly related ("Adversarial Conflicts"). We seek to identify Adversarial Conflicts. If you know or become aware of any which may arise, you shall inform us promptly.

- We shall not accept an engagement which may give rise to an Adversarial Conflict for the Engagement Team. We shall be entitled to do so for Colleagues where appropriate and effective Barriers are already and remain in place to prevent the flow of Confidential Information from the Engagement Team to Colleagues and from Colleagues to the Engagement Team.
- The operation of such Barriers shall, and you agree that it shall, constitute full compliance with our duty of confidence in relation to Adversarial Conflicts.

6.4 An Adversarial Conflict shall not arise where a Colleague is appointed in an insolvency practitioner capacity in respect of a person or organisation who or which is or subsequently becomes in Adversarial Conflict with you. If this situation arises the insolvency practitioner shall be entitled to act in that capacity and appropriate Barriers shall be put in place.

6.5 We or other Russell Brennan Keane Persons may be approached to advise another party or parties where there is no Adversarial Conflict but whose interests compete with yours specifically and

directly in relation to the subject-matter of the Services ("Competing Party" or "Parties"). We seek to identify Competing Parties. If you know or become aware that a Russell Brennan Keane Person is advising or proposing to advise a Competing Party, you shall inform us promptly.

6.6 Where a party is advised by us, has been identified by us or notified by you as a Competing Party, we shall activate appropriate Barriers and, when such Barriers are operating, Colleagues shall be entitled to advise, or continue to advise (as the case may be), the Competing Party concerned at any time and in any capacity (save in relation to an Adversarial Conflict). Where an Adversarial Conflict arises in relation to a party which was formerly a Competing Party, the party concerned shall no longer be regarded as a Competing Party and section 6.3 and 6.4 shall apply.

- The operation of such Barriers shall, and you agree that it shall, constitute full compliance with our duty of confidence in relation to Competing Parties.

6.7 Where a party has engaged us to advise it before you have done so and subsequently circumstances change, we may consider that, even with Barriers operating, your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed. In that event we may have to terminate the Services Contract and we shall be entitled to do so upon giving notice to you in accordance with these terms but we shall consult you before we take that step.

7. The Services Contract

7.1 The Services Contract sets out the entire agreement and understanding between us in connection with the Services and supersedes or replaces any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) relating to the Services. Any modifications or variations to the Services Contract must be in writing and signed by an authorised representative of each of us.

8. Third Party Rights

8.1 The Services Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights against Russell Brennan Keane whether in contract, tort (including negligence) or otherwise, nor, save as provided in section 8.2, shall Russell Brennan Keane owe any duties to third parties in respect of, arising out of or in connection with the Services or the Services Contract. No third party shall have any right as against Russell Brennan Keane to enforce or rely on any provision of the Services Contract and you agree to bring the existence of this section 8.1 to the attention of third parties with whom you deal and with whom we may come in contact with in connection with the provision of the Services. For the avoidance of doubt, the UK Contracts (Rights of Third Parties) Act, 1999 and any similar or analogous legislation or orders in any other jurisdiction shall, to the fullest extent permitted by the laws of that or those jurisdictions (as the case may be), be excluded and shall not apply to the Services Contract and no such third party shall have the right to seek to enforce any provision of the

Service Contract against us.

8.2 There may be situations, for example in relation to loan agreements, where a third party seeks to request us, in our capacity as auditors, to report to them. Any contractual arrangements between you and a third party which seek to impose such requirements upon us will not, as a matter of law, be binding on us. However, depending on the circumstances, we may agree to provide reports to third parties, but not in our capacity as auditors. Any such possible requirements must be discussed with us at the earliest opportunity and well before the loan agreement or other arrangement is finalised. In this regard, however, it is our policy not to extend our duty of care in respect of our audit report on the financial statements.

8.3 Our reports as auditors will be prepared for and only for each client's members in accordance with Section 193 of the Companies Act, 1990 and for no other purpose. In those circumstances, we will not, in delivering our report and giving our opinion, accept or assume responsibility (legal or otherwise) or accept liability for or in connection with any other purpose for which our report or opinion may be used, or to any other person to whom our report is shown or into whose hands it may come, and no other persons shall be entitled to rely on our opinion save where they have obtained our prior written consent that they may do so.

8.4 If you breach any of your obligations under the Services Contract and there is any claim made or threatened against us by a third party, you shall indemnify, defend and hold us harmless for and against any loss, damage, expense (including legal expense) or liability of any nature or kind whatsoever incurred by us which results from or arises from or is connected with any such breach and any such claim. If you make any payment under this section 8.4, you shall not seek recovery of that payment from us at any time. In this section 8.4, "us" shall include all Russell Brennan Keane Persons and "you" shall include Other Beneficiaries.

9. Circumstances Beyond Your or Our Control

9.1 Neither you nor we shall be in breach of our contractual obligations nor shall either you or we incur any liability to the other if we or you are unable to comply with the Services Contract as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that party shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Services Contract (without affecting any rights or obligations either you or we might have at that time, including, for the avoidance of doubt, payment for Services then rendered to you) on giving notice in accordance with these terms.

10. Waiver, Assignment and Sub-Contractors

10.1 Failure by us to exercise or enforce any rights available to us shall not amount to a waiver of any such rights.

10.2 Neither you nor we shall have the right to assign the benefit of the Services Contract to another party without the written consent of the other.

10.3 Subject to section 5.4, we shall have the right to appoint sub-contractors to assist us in delivering the Services. Where we appoint sub-contractors under this clause, we may, and you agree that we may, share Confidential Information with them and for all purposes solely in connection with the Services Contract and we shall accept responsibility for their work which shall be deemed to be part of the Services.

11. Limitations on our Liability

11.1 For the purposes of section 11, Russell Brennan Keane's Liability shall be defined as Russell Brennan Keane's aggregate liability in contract or tort (including negligence) or under statute or otherwise, whether to you or to any other party including Other Beneficiaries, in connection with the Services. This includes, without limitation or prejudice to the generality of the foregoing, our liability in accordance with these terms for the acts or omissions of any other Russell Brennan Keane Persons.

Russell Brennan Keane's Liability shall be limited as follows:

11.1.1 Subject to section 11.2 and section 11.3 below, and save in the case of fraud on our part, Russell Brennan Keane's Liability for any loss or damage, suits, claims, expenses (including legal expenses) or other liabilities, however caused, suffered by you (or by any other party) arising from or in connection with the Services, shall be limited to the amount specified in the Engagement Letter, if any, or if no amount is specified there, to the amount of five [5] times the Charges actually paid to us in accordance with the terms of the Engagement Letter.

11.1.2 Where there is more than one beneficiary of the Services ("Beneficiary"), the limitation on our liability agreed under this section 11 to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of this section 11.1 on the grounds that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" shall include you and Other Beneficiaries.

11.2 Subject always to the aggregate limitation on Russell Brennan Keane's Liability in section 11.1.1 above, the following provisions shall govern the extent of our liability to you and to any and all Other Beneficiaries for any loss or damage suffered by you (or by any such other party) arising from or in connection with the Services:

11.2.1 Russell Brennan Keane's Liability shall be limited to that proportion of the total loss or damage, after taking into account your contributory negligence (if any) or the contributory negligence (if any) of any Other Beneficiaries, which is just and equitable having regard to the extent of our responsibility (including the responsibility of other Russell Brennan Keane Persons) for the loss or damage

concerned ("the Russell Brennan Keane Proportion") and the extent of responsibility of any other party also responsible or potentially responsible ("Another Liable Party"). Without prejudice to the generality of the foregoing, in particular, you agree that that, with regard to tax returns, it is, ultimately, your responsibility to ensure that accurate returns are filed and that, while we will assist you in relation to the relevant computations and the submission of the returns, we cannot and will not accept any liability for any error in any computation related to the preparation of a tax return where such error is based on inaccurate information provided by you.

11.2.2 For the purposes of determining the Russell Brennan Keane Proportion:

- No account shall be taken of Another Liable Party having ceased to exist, having ceased to be liable, having had imposed an agreed limit on its liability or being impecunious or for other reason being unable to pay.
- In any relevant court proceedings brought against us by you or Other Beneficiaries ("the Claimant"), on request by us, the Claimant shall join Another Liable Party to any such proceedings against us, unless doing so is prohibited by law.

11.2.3 Where, despite the provisions of this section 11, the extent of the Russell Brennan Keane Proportion is not determined, the question shall be referred on request to an expert, to be appointed by agreement or by the President of The Incorporated Law Society of Ireland, who shall act as an expert and not as an arbitrator and whose decision on the Russell Brennan Keane Proportion shall be final and enforceable in satisfaction of any prior judgment.

11.3 If you fail to sign the Engagement Letter, your continued instructions to us will nevertheless be deemed to be acceptance by you of the terms of the Services Contract and in particular the terms of this section 11.

11.4 You acknowledge a collateral agreement with us and with all Russell Brennan Keane Persons whom we may involve in the delivery of the Services from time to time to the effect that:

11.4.1 You and Other Beneficiaries shall not bring any claim against any Russell Brennan Keane Person other than us in respect of loss or damage suffered by you or by Other Beneficiaries arising out of or in connection with the Services. This restriction shall not operate to limit or exclude the liability for the acts or omissions of any other Russell Brennan Keane Person.

11.4.2 Any claim from you or Other Beneficiaries in respect of loss or damage suffered as a result of, arising from or in connection with the Services Contract, whether in contract or tort or under statute or otherwise, must be made:

- Where Services have been delivered, within four [4] years of the date on which the work giving rise to the claim was performed

- If the Services Contract has been terminated, within four [4] years of the date of termination (subject to the bullet point above)
- If the loss or damage is suffered as a result of, arising from, or in connection with our unauthorised disclosure (save as where liability for such loss or damage is expressly disclaimed in these terms) of Confidential Information, within four [4] years of the date on which the unauthorised disclosure took place,
- And in any of these cases that shall be the date when the earliest cause of action (in contract or tort or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim. For the purposes of this section 11.4, a claim shall be made when court or other dispute resolution proceedings are commenced.

11.5 Any clauses in these General Terms of Business operating or which may operate to exclude or limit our liability in any respects shall not operate to exclude or limit any liability to the extent that it cannot lawfully be excluded or limited.

12. Applicable Law

The Services Contract together with any non-contractual obligations arising out of or in connection with the Services Contract shall be governed by, and construed in accordance with Irish law. The Courts of Ireland shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Services Contract, any matter arising out of it, and any non-contractual obligations arising out of the Services Contract and any suit, action or proceedings including any proceedings relating to non-contractual obligations so arising may be brought in such courts. Each party irrevocably waives any right it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

13. Reporting Responsibilities under Legislation

13.1 EU and Irish legislation requires us to identify new clients and verify personal client information. In order to comply with our obligations, we will require the appropriate documents from you to so identify you and verify certain information. We will communicate with you in relation to the documents we require in each particular case. You should note that we cannot commence work in relation to any particular Services for new clients until we have received the requested verification documents.

13.2 In instances where we provide professional services of any kind, we are required by the Criminal Justice (Theft & Fraud Offences) Act 2001, Company Law Enforcement Act 2001, Taxes Consolidation Act 1997 and Money Laundering Regulations 2003, to report to the Garda Síochána and the Revenue Commissioners where we suspect that a money laundering offence and certain other offences have been or are being committed and in certain circumstances the Director of Corporate Enforcement ("the Authorities"). It may be a criminal offence to disclose the reporting of such suspicions to any other party where this may prejudice a criminal investigation; consequently, there may be circumstances where we are statutorily obliged to

report directly to the Authorities without informing you. We are also required to report to the Companies Registration Office if proper books of account are not maintained and the Director of Corporate Enforcement in the manner outlined in A1.2 of these terms.

14. Notices

14.1 Notices or other communications given under this Services Contract by any party to any other party shall be in writing and shall be sufficiently given if either:-

14.1.1 Delivered by hand or sent by post to the address of the party to which the notice or communication is being given or to such other address as such party shall communicate to the party giving the notice or communication; or

14.1.2 Sent by facsimile or other electronic means of visible reproduction to the correct facsimile or electronic mail number of the party to which it is being sent.

14.2 Any notice, or communication, given or sent by post hereunder, shall be sent by registered post.

14.3 Every notice or communication given in accordance with this Section shall be deemed to have been received as follows:-

- Means of Despatch
Deemed Received
- Delivery by hand
The day of delivery;
- Delivery by post
Two [2] Business Days after posting; and
- Facsimile or e-mail
When sender receives a completed transmission sheet (in the case of a facsimile) or when the e-mail has been sent (providing that no notification is subsequently received by the sender to say that the e-mail was not delivered),

Provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to have been given or made outside working hours (being 9.00 a.m. to 5.00 p.m. on a Services Business Day) such notice or other communication shall be deemed to be given or made at the start of working hours on the next Services Business Day.

14.4 A party shall notify the other of a change in its name, relevant address, e-mail address, telephone number or facsimile number for the purposes of section 14.3. Such notification shall only be effective on either:-

14.4.1 The date specified in the notification as the date on which the change is to take place; or

14.4.2 If no date is specified or the date specified is less than five [5] clear Business Days after the date on which notice is given, the date falling five [5] clear Business Days after notice of any such change has been given.

15. Termination

15.1 Save as provided in the Engagement Letter or sections 6.7 and 9.1, where notice may be served immediately at our sole discretion, each party may terminate the Services Contract or suspend its operation by giving thirty [30] days' prior notice in writing to the other at any time. Termination or suspension under this section shall be without prejudice to any rights that may have accrued for either of us before termination or suspension and all sums due.

15.2 We will be entitled to keep all papers and documents while there are Charges owing to us.

15.3 The following clauses of these General Terms of Business shall survive expiry or termination of the Services Contract: sections 1.3, 1.4, 1.5, 1.7, 2.1, 11, 15.2, 15.3 and 16.

15.4 We may immediately decide to stop acting for you if you do not pay our Charges within the appropriate time period, fail to give us clear and proper instructions or information or give us instructions which conflict with our rules of professional conduct. We will notify you of any such decision.

16. Severability

16.1 Each section, clause or term of the Services Contract constitutes a separate and independent provision. If any provision of the Services Contract or any part thereof, is void or unenforceable, the remaining provisions and the remainder of the provisions affected shall continue in full force and effect, save to the extent that any such provision is void or unenforceable.

17. Capacity and Extent of Contract

17.1 You agree to and accept the provisions of the Services Contract on your own behalf and as agent for Other Beneficiaries. You shall procure in such circumstances that any Other Beneficiaries shall act on the basis that they are a party to the Services Contract, as if they had each signed a copy of the Engagement Letter and agreed to be bound by it. However, you alone shall be responsible for payment of our Charges.

17.2 The Services Contract shall enure to the benefit of and be binding upon each party's successors, executors and personal representatives (as the case may be).

18. Complaints

18.1 If at any time you would like to discuss with us how the Services could be improved or if you have a complaint about them, you are invited to telephone the partner identified in the Engagement

Letter. If your problem is not resolved, you should contact our Chief Executive, by writing to him at RBK House, Irishtown, Athlone, Co. Westmeath, Ireland. We will investigate any complaint promptly and do what we can to resolve the difficulties. If you are still not satisfied, you can refer the matter to Chartered Accountants Ireland.

Appendices

APPENDIX I *Statutory Audit* 2

APPENDIX II *Compliance Services* 3

APPENDIX III *Solicitors* 5

APPENDIX IV *Auctioneers / Insurance & Investment Intermediaries* 6

APPENDIX V *Credit Unions* 7

APPENDIX VI *Technology Solutions* 8

Appendix I

MATTERS APPLYING TO INSTANCES WHERE WE ACT AS STATUTORY AUDITORS UNDER THE COMPANIES ACTS AND THE INDUSTRIAL AND PROVIDENT SOCIETIES ACTS [SECTION A1]

Auditors duty to report to the Director of Corporate Enforcement

A1.1 Under the Irish Companies Acts, 1963 to 2009 and other legislation the primary responsibility for a company's compliance with legal and regulatory requirements rests with its directors.

A1.2 In instances where we are appointed as auditors, we have a statutory responsibility, under section 74 of the Company Law Enforcement Act, 2001, to report instances of the suspected committing of indictable offences to the Director of Corporate Enforcement where in the course of our audit we become aware of information which indicates that non-compliance with law or regulations may exist.

- Auditors duty to report to the Gardai

A1.3 In addition, as auditors, we have a reporting obligation under section 59 of the Criminal Justice (Theft and Fraud Offences) Act, 2001 to report to the Gardai instances of criminal offences committed, as specified in the Act.

- Management Representations

A1.4 The information used by the directors in preparing the financial statements will invariably include facts or judgements, which are not themselves recorded in the books of account. As part of our normal accounting procedures, we shall request appropriate directors to provide written confirmation each year of such facts or judgements and any other oral representations, which we have received during the course of the accounts on matters having a material effect on the financial statements. We will also ask you to confirm in that letter that all important and relevant information has been brought to our attention. In connection with representations and the supply of information to us generally, we draw your attention to section 197 of the Companies Act, 1990 under which it is an offence for an officer or an employee of the company to mislead the auditors.

- Reports to Management

A1.5 Where we are appointed auditors to a company or other body, our audit is not designed to identify all significant weaknesses in that body's system of internal financial controls. However, we shall report to management in writing any significant weaknesses in that body's systems or other business matters which come to our notice during the course of our normal audit work and which we consider should be brought to management's attention. Our review of internal financial control systems is performed only to the extent required to express an opinion on that body's financial statements and therefore our comments on these systems will not necessarily address all possible improvements, which might be suggested as a result of a more extensive special examination.

A1.6 No such report may be provided to a third party without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the company in mind and that we accept no duty or responsibility to any other party.

A1.7 To provide an opportunity for you to discuss the matters raised in our various reports, we will be available to attend meetings as required.

Appendix II

MATTERS APPLYING TO COMPLIANCE SERVICES PROVIDED IN CONJUNCTION WITH STATUTORY AUDITS/ACCOUNTS PREPARATION SERVICES [SECTION A2]

- Tax compliance work

A2.1 Where we have agreed to prepare, in respect of each accounting period, a computation of the company's/personal profits, adjusted in accordance with the provisions of the Taxes Acts [not defined], subject to your approval, this will be submitted to the Inspector of Taxes with your personal/the company's formal return. We shall advise you each year before the due date of the amount of Income/Corporation Tax payable. We will also assist in the preparation of returns of Corporation Tax and Income Tax deducted at source.

A2.2 You will be responsible, unless otherwise agreed, for all other returns, including, without prejudice to the generality of the foregoing, returns relating to employee taxes under PAYE/PRSI, returns of employee expenses and benefits, VAT returns, returns under the Relevant Contracts Acts and returns of third party payments such as Form 46G.

A2.3 We will only retain essential tax records for the period required by law and in line with the Revenue Commissioners practice of reviewing past records following which these records will be returned to you. Similarly, while we will require various additional (non-essential) records and receipts from you in order that we may prepare the relevant tax return, all of these documents will be returned to you following the completion and submission of the relevant return and

we will not be obliged to retain any copies of such additional records and receipts.

A2.4 You agree that our tax compliance work does not amount to an audit examination of the kind carried out by the Revenue Commissioners and you accept that the fact that we have filed your tax returns does not mean that issues cannot arise at a future date should the Revenue Commissioners select your business or affairs for an audit.

A2.5 As part of our legal responsibilities regarding taxation, we must report material relevant offences, as defined in 1079 of the Taxes Consolidation Act 1997, to you/the directors of the company in writing, requesting you/them to rectify the matter or notify an appropriate officer of the Revenue Commissioners of the offence within six [6] months. In the event that our request is not complied with, we must cease to act as auditor/accountants to you or to assist you in any taxation matter. We must also send a copy of our notice of resignation to an appropriate officer of the Revenue Commissioners and to the Registrar of Companies within fourteen [14] days.

- Company Secretarial

A2.6 Where part of our engagement as auditors or accountants to the company, you have authorised us to deal with the company's secretarial matters as follows:

(a) To prepare and file with the Registrar of Companies abridged financial statements in accordance with the requirements of the Companies (Amendment) Act 1986;

(b) To prepare and file the company's Annual Return;

(c) To deal with any other routine secretarial matters that may arise.

A2.6.1 The company's statutory annual return form to the Registrar of Companies must be in accordance with the requirements of the Companies Acts 1963 to 2009.

A2.6.2 The company will receive a reminder from the Companies Registration Office (CRO) 30 days prior to the annual return date (ARD) of the need to file its annual return. The company will then have a further twenty-eight [28] days after its ARD to submit its returns to the CRO (or a further twenty-eight [28] days after that, if the return is filed electronically).

A2.6.3 The directors of the company are requested to note that the company will incur late filing penalties if the relevant financial statements are not made available for submission to the CRO within the period set out in section A2.6.2 and that the directors thereafter may become personally and individually liable to possible prosecution proceedings in the District Court for failure to comply with the strict requirements of company law.

A2.7 Where we are engaged as Company Secretarial Consultants under a separate letter of engagement to that of the Audit engagement the following Statutory Registers will be maintained:

- Register of Allotments
- Register of Members
- Register of Transfers
- Register of Directors
- Register of Mortgages and Debentures
- Register of Directors and Secretarial Holdings
- Register of Directors and Secretaries Interests in Securities

Please note that we will only record the current position as it relates to the registers and we will not update the register in respect of any other information or events that have occurred since the incorporation of the company unless specifically requested to so by the directors.

To ensure that the registers are properly maintained in the future we must be informed by the Company Secretary of any changes or details of meetings held.

A2.7.1 The Companies Acts normally provide that any changes in the statutory records of a company be notified to the Registrar of Companies within fifteen [15] days of the occurrence of the event and to ensure that the company continues to comply with these requirements you must advise us immediately.

In this regard, you undertake to notify and inform us in writing of any changes in the legal structure of the company that is required by law to be recorded in the statutory registers and statutory returns as submitted to the Companies Registration Office. Typically, this would include changes in directorships, company secretary, share movements etc.

Appendix III

MATTERS APPLYING TO INSTANCES WHERE WE ACT AS ACCOUNTANTS FOR SOLICITORS [SECTION A3]

A3.1 Where we act as reporting accountants under Part V of the Solicitors Accounts Regulations, 2001 to 2006 (the "Regulations") our function is to examine the accounting records relating to the practice and to make a report to the Law Society stating whether in our opinion you have complied with the relevant provisions of the Regulations. In arriving at our opinion, we will be required to consider the following matters and to report on any regarding which we are not satisfied as follows:

A3.1.1 Whether each partner has complied with the provisions of Part II and Part III (A) and Part III (B) of the Regulations apart from trivial breaches due to clerical errors or mistakes in accounts all of which were rectified upon discovery and none of which resulted in any loss to any client.

A3.1.2 Matters in respect of which we have been unable to satisfy ourselves.

A3.1.3 Matters other than trivial breaches where it appears that the solicitor has not complied with the provision of the Regulations.

A3.1.4 The results of the comparisons required under Regulation 12 (7) of the Regulations.

A3.1.5 The results of the comparisons required under Regulation 22 (2), Step 6 and Regulation 22 (3), Step 2 of the Regulations.

A3.1.6 Whether you have prepared the office balancing statement for the accounting period under review as provided for in Regulation 12 (8) (b) of the Regulations.

A3.1.7 Our work is planned and conducted to enable us to form an opinion on whether you have complied with the relevant provisions of the Regulations and includes such tests and procedures as we consider necessary for that purpose. We plan our procedures so as to have a reasonable expectation of detecting irregularities and fraud, but our work should not be relied upon to detect all such matters. Any working papers we produce in carrying out these tests and procedures remain the property of this Firm.

Consequently, in producing the financial statements of your business, any working papers, including the nominal ledger, which we bring into existence for this purpose, shall remain the property of Russell Brennan Keane.

Appendix IV

MATTERS APPLYING TO INSTANCES WHERE WE ACT AS ACCOUNTANTS AND/OR AUDITORS TO AUCTIONEERS/INSURANCE AND INVESTMENT INTERMEDIARIES [SECTION A4]

- Financial Regulator Requirements

A4.1 Where your business (or part there of) amounts to "Investment Business" under the Investments Intermediaries Act, 1995 the business is then regulated by the Financial Regulator under the Investment Intermediaries Act, 1995. Under the Act you are responsible for the maintenance of accounting records which reflect and explain the transactions and assets and liabilities arising from your activity as an Insurance and Investment Intermediary in accordance with the requirements issued from time to time by the Financial Regulator. You have agreed to make available to us all books and records relating to that activity and to provide any further information and explanations as we consider/are necessary to make our report.

A4.1.1 As directors you will be responsible for ensuring that your company complies with the premium handling requirements as set out in Part V of the Central Bank's Handbooks, and the Financial Regulator's "Handbook of Prudential Requirements for Authorised Advisors and Restricted Intermediaries" and "Consumer Protection Code".

A4.1.2 We have a duty to provide a Statutory Duty Confirmation in a prescribed format of the Financial Regulator on an annual basis and

will carry out such tests and procedures as we consider necessary to enable us provide same.

- Auctioneering & House Agents Acts

A4.2 Where we act as Reporting Accountants under the Auctioneers' and House Agents' Act, 1947 (Accountants Examination and Certificate) Regulations, 1968 our function is to examine the records relating to clients accounts and to prepare a certificate for presentation to the District Court stating whether in our opinion the company has complied with the relevant provisions of the Auctioneers' and House Agents' Act, 1967 relating to the keeping of accounts and to the opening and keeping of client accounts.

A4.2.1 In arriving at our opinion, we will be required to carry out the following work:

1. Make a general test examination of the books, accounts and other relevant documents kept in relation to your business.
2. Compare the liabilities of the company to the clients, as shown by the company accounts.
3. Compare the balance standing to the credit of the client account to the amount of money invested in the client account as shown by the company records.
4. Ask for such other information and explanations as may be required to assist us in forming our opinion.

A4.2.2 Our work will be planned and conducted to enable us to form an opinion on the company's compliance with the relevant provisions of the Auctioneers' and House Agents' Acts, 1947 to 1973, and includes such tests and procedures as we consider necessary for that purpose. We plan our procedures so as to have a reasonable expectation of detecting irregularities and fraud, but our work should not be relied upon to detect all such matters.

We shall not be responsible for the maintenance of the accounting records of the client companies.

A4.2.3 In certain circumstances a District Justice may require oral evidence from us in connection with the Auctioneer's application for a certificate of qualification.

Appendix V

MATTERS APPLYING TO INSTANCES WHERE WE ACT AS STATUTORY AUDITORS TO CREDIT UNIONS [SECTION A5]

- Auditors duty to report to the Registrar of Credit Unions

A5.1 Under the Credit Union Act 1997 and other legislation/rules/regulations the primary responsibility for a Credit Unions compliance with legal and regulatory requirements rests with its directors.

A5.2 As auditors, we have a statutory responsibility under S.122 of the Credit Union Act 1997 to report to the Registrar of Credit Unions in certain circumstances as specified in the Act. The Registrar may also require us to supply on an independent basis such information on the Credit Union's affairs as he may specify.

A5.3 We have a responsibility to prepare in a prescribed format an annual "Statutory Duty Confirmation" in relation to the Credit Union and to forward it to the Registrar of Credit Unions.

- **Auditors duty to report to the Gardai**

A5.4 In addition, as auditors, we have a reporting obligation under section 59 of the Criminal Justice (Theft and Fraud Offences) Act, 2001 to report to the Gardai instances of criminal offences committed, as specified in the Act.

- **Management representations**

A5.4 The information used by the directors in preparing the financial statements will invariably include facts or judgements, which are not themselves recorded in the books of account. As part of our normal accounting procedures, we shall request appropriate directors to provide written confirmation each year of such facts or judgements and any other oral representations, which we have received during the course of the accounts on matters having a material effect on the financial statements. We will also ask you to confirm in that letter that all important and relevant information has been brought to our attention. In connection with representations and the supply of information to us generally, we draw your attention to section 123 of the Credit Union Act 1997 under which it is an offence for an officer, voluntary assistant or an employee of the Credit Union to mislead the auditors.

- **Reports to Management**

A5.5 Where we are appointed auditors to the Credit Union, our audit is not designed to identify all significant weaknesses in the Credit Union's system of internal financial controls. However, we shall report to management in writing any significant weaknesses in the Credit Union's systems or other business matters which come to our notice during the course of our normal audit work and which we consider should be brought to management's attention. Our review of internal financial control systems is performed only to the extent required to express an opinion on the Credit Union's financial statements and therefore our comments on these systems will not necessarily address all possible improvements, which might be suggested as a result of a more extensive special examination.

A5.6 No such report may be provided to a third party without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the Credit Union in mind and that we accept no duty or responsibility to any other party.

A5.7 To provide an opportunity for you to discuss the matters raised in our various reports, we will be available to attend meetings as required.

Appendix VI

MATTERS APPLYING TO INSTANCES WHERE WE PROVIDE OR SUPPLY TECHNOLOGY SOLUTIONS

- **Price**

1. Quoted prices include the cost of normal packaging but exclude delivery & VAT but any such quoted prices are indicative only and shall not operate to bind Russell Brennan Keane to the price quoted.

2. The prices for Goods shall be those ruling at the date of despatch and Russell Brennan Keane reserves the right to amend its quoted prices at any time prior to the date of despatch.

- **Despatch and Payment**

3. (a) Unless otherwise specified the price quoted is packed ex-our office. An extra amount will be levied to cover delivery if applicable. A charge may be made to cover any extra costs involved for delivery to an address which is different to the Buyer's normal delivery address.

(b) Should expedited delivery be agreed an extra amount may be charged to cover any extra overtime or any other additional costs involved.

(c) Should work be suspended at the request of or delayed through any default of the Buyer for a period of 30 days or more Russell Brennan Keane shall then be entitled to payment for work already carried out, materials specially ordered and other additional cost including storage.

- **Title and Risk**

4. Notwithstanding delivery and the passing of risk, the property in the Goods shall remain in Russell Brennan Keane, until the Buyer has paid all monies owed by it to Russell Brennan Keane under this or any other contract or otherwise. If any of the Goods are processed into, incorporated in, used as materials for or mixed with other goods or materials prior to such payment the property (but not the risk) in the whole of such goods or materials shall pass to Russell Brennan Keane at the moment of such processing, incorporation, use or admixture and shall remain with Russell Brennan Keane until payment of all such monies as specified in this condition. Until such payment is made the Buyer shall possess all Goods and material the property in which is vested in Russell Brennan Keane by virtue of this condition as bailee and on a fiduciary basis only and if Russell Brennan Keane so requires the Buyer shall store such Goods and materials at no extra cost to Russell Brennan Keane so that they are clearly identified as belonging to Russell Brennan Keane. Russell Brennan Keane, without prejudice to any of its other rights and remedies, may recover and resell any or all of such Goods or materials and the Buyer hereby authorises Russell Brennan Keane or its servants or agents to enter with or without vehicles upon the premises of the Buyer or upon any other premises designated by the Buyer for delivery of the Goods to recover possession of the Goods at all reasonable times and without notifying the Buyer. The Buyer has the right to sell for the account of Russell Brennan Keane any Goods or materials the properties in which is vested in Russell Brennan Keane by virtue of this Condition. In such

event Russell Brennan Keane shall be entitled to, and the Buyer shall be under a fiduciary duty to, account to Russell Brennan Keane for the proceeds of such sale to the extent that the Buyer owes any monies to Russell Brennan Keane. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Russell Brennan Keane, but if the Buyer does so all monies owing by the Buyer to Russell Brennan Keane shall (without prejudice to any other right or remedy of Russell Brennan Keane) forthwith become due and payable.

5. (a) The Buyer's property and all property supplied to Russell Brennan Keane by or on behalf of the Buyer shall, while it is in possession of Russell Brennan Keane or in transit to or from the Buyer, be deemed to be at the Buyer's risk and the Buyer shall insure accordingly.

(b) Russell Brennan Keane shall be entitled to make a reasonable charge for the storage of any of the Buyer's property left with Russell Brennan Keane before receipt of the order notification to the Buyer on completion of the work.

- **Loss or Damage in Transit or Non Delivery**

6. Orders must be checked thoroughly by the Buyer at the time of receipt of delivery of the Goods and any shortages, damages or delivery errors must be written on the delivery docket before signing. Non-receipt of Goods must be notified in writing to Russell Brennan Keane by post, e-mail or by facsimile transmission within seven (7) working days of the invoice date failing which Russell Brennan Keane shall not be liable to the Buyer for any loss or damage thereby suffered by the Buyer. All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- **Late Delivery**

7. Whilst Russell Brennan Keane will use all reasonable endeavours to deliver the Goods in accordance with the Buyer's requirements, Russell Brennan Keane will not be liable for any consequences of late delivery howsoever caused.

- **Defective Products**

8. (a) Russell Brennan Keane's liability (both in contract and in tort) in respect of defects in the Goods shall be limited to the replacement of faulty items or material, or the issue of credit notes in respect thereof, or the granting of a refund or such other compensatory measures as Russell Brennan Keane at its discretion considers appropriate in the circumstances. Such measures shall relate only to the actual faulty items or their value, and Russell Brennan Keane shall not in any circumstances be under any liability to the Buyer in respect of indirect or consequential loss or damage, or loss of profits, or any liability, costs or expenses (including legal fees and expenses) sustained by the Buyer provided, always that these conditions do not exclude or restrict Russell Brennan Keane's liability for death or personal injury from its negligence.

(b) The Buyer shall indemnify and keep indemnified Russell

Brennan Keane (together with its officers, servants, agents or employees) against all liability, costs, expenses (including legal fees and expenses), causes of action or other claims for compensation whatsoever which Russell Brennan Keane (or its officers, servants, agents or employees) may suffer, whether as a direct loss as a result of any breach of these Conditions by Russell Brennan Keane (or its officers, servants, agents or employees) or which Russell Brennan Keane (or its officers, servants, agents or employees) may be compelled to pay by reason of any acts or omissions of the Buyer (or its officers, servants, agents or employees) in connection with the Buyer's performance of the contract (which shall be governed by these Conditions) including, without limitation, any defect in the Goods and any product liability claims related to or arising from the Goods.

(c) Goods returned must be in their original packaging and be unused. Goods returned otherwise will, at Russell Brennan Keane's discretion, either be refused or subject to a restocking fee to cover additional costs involved. It is the responsibility of the Buyer to ensure that any goods returned are properly insured. Russell Brennan Keane will not be responsible for Goods returned that constitute an offer for sale. Russell Brennan Keane reserves the right to vary the specification of any item, withdraw, modify or amend any such item without prior notice. Russell Brennan Keane reserves the right to refuse to accept the return of any Goods delivered by Russell Brennan Keane to the Buyer which have been opened or taken out of the packaging or have been installed by the Buyer on its computer systems and the Buyer, by placing an order, expressly confirms that (where applicable) (i) sufficient and proper demonstrations of such Goods have been performed, communicated or delivered by Russell Brennan Keane or have been offered to the Buyer by Russell Brennan Keane (as the case may be); and (ii) sufficient and proper information in relation to the specifications attaching to such Goods has been communicated or delivered to the Buyer, in each case, at or before the placing of the order by the Buyer.

Goods which are the subject of a license i.e. all accounting/payroll software, Microsoft licenses, server & pc software, anti virus software etc, once ordered cannot be returned. In this instance the Buyer shall be responsible for all the consultancy/installation and training time regardless of whether the Buyer intends to no longer use the Goods in question.

If Charges remain outstanding to Russell Brennan Keane or a third party (e.g. for domain registration) for web-development services and related services provided by Russell Brennan Keane, Russell Brennan Keane reserve the right to remove the live website. In addition Russell Brennan Keane reserve the right to take all actions to cancel the domain name, in which case Russell Brennan Keane shall be entitled to use the domain name as it sees fit and the Buyer shall have no further interest or rights in relation to that domain name.

- **Guarantee**

9. Save for any guarantee expressly given by Russell Brennan Keane directly to the Buyer, Russell Brennan Keane does not give any guarantee or warranty on Goods sold to the Buyer other than those given by the manufacturers concerned.

- **Patent Rights**

10. If the Buyer uses or sells the Goods supplied in such a manner as to infringe any patent rights, Russell Brennan Keane shall not be responsible for such infringements and the Buyer agrees to indemnify Russell Brennan Keane from and against all liability or potential liability arising there from.

- **Cancellation**

11. Russell Brennan Keane may withhold or cancel further or any deliveries under the contract of sale or may recover all losses resulting there from if the Buyer:

- (a) Fails to make payment for outstanding Charges on the due date under any contract with Russell Brennan Keane; or
- (b) Enters into a composition with its creditors, or (being a Company) has a receiver appointed or passes a resolution for winding up, or commits an available act of bankruptcy; or
- (c) Is in breach of any of the items and conditions contained herein (notwithstanding that on a former occasion or occasions it has waived its rights).

The exercise by Russell Brennan Keane of its rights under this Condition shall be without prejudice to Russell Brennan Keane's other rights or remedies.

- **Interest**

12. Russell Brennan Keane shall be entitled at its sole discretion to charge interest to the Buyer on late payments for Goods in accordance with the terms of the European Communities (Late Payments in Commercial Transactions) Regulations, 2002.

- **Terms and Conditions for Services**

13. The general terms and conditions of Russell Brennan Keane (as may be amended by any Letter of Engagement) shall apply and govern any and all services provided to you in connection with the supply of Goods the subject matter of this Appendix VI.

- **Application of these Conditions**

14. Save to the extent provided in condition 13, these terms and conditions shall apply to all Goods supplied to the Buyer and shall prevail over any terms and conditions which the Buyer may seek to stipulate, incorporate or refer to in writing or orally whether in an order form or invoice or otherwise and no variation, qualification, alteration, waiver or modification or purported variation, qualification, alteration, waiver or modification of these terms and conditions whether before or after the creation of the contract between Russell Brennan Keane and the Buyer shall have effect unless expressly made and agreed to in writing by Russell Brennan Keane.

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