



GENERAL TERMS AND CONDITIONS OF BUSINESS

1 INTERPRETATION

1.1 In these Terms, the following express the following meanings

Business Day	A day other than a Saturday, Sunday, or public holiday in Ireland.
Buyer	The entity named in the Quotation, which has submitted an order for goods to J.J. O'Toole Limited.
Buyer Materials	All logos, marks, names, drawings, designs, Specifications and approvals supplied by the Buyer.
Contract	Each agreement between J.J. O'Toole Limited and the Buyer for the supply of Goods in accordance with these Terms which is formed in the manner set out in clause 2.1
Delivery	Delivery of the Goods as more particularly defined in clause 5.
Goods	The goods described in the Quotation.
Insolvency Event	Any event referred to in clause 10.2.2.
Intellectual Property Rights	Means all patents, know-how, copyrights, trade, or service marks, design rights, and all other intellectual property rights of any kind.
J.J. O'Toole Limited	J.J. O'Toole Limited is a limited company established in 1914 having its registered office at Raheen Industrial Estate, Limerick, Ireland.
Quotation	J.J. O'Toole Limited's quotation and/or tender of the prices or other charges payable by the Buyer for the Goods.
Specification	The agreed specification of the Goods including any artwork, trademarks, logos, designs, samples, drawings, or other information relating to the Goods provided or approved by the Buyer.

1.2 The words and phrases “other”, “including”, and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

2 QUOTATIONS, ORDERS AND CONTRACTS

2.1 Quotations are not binding on J.J. O’Toole Limited and are subject to withdrawal and alteration at any time before acceptance (“Acceptance”) takes place as set out in clause 2.2 and shall be valid for 10 days following the date of issue after which J.J. O’Toole Limited may re-quote.

2.2 No order binding upon J.J. O’Toole Limited until accepted by J.J. O’Toole Limited. Acceptance of an order shall take place when J.J. O’Toole Limited instructs its supplier to commence production of the Goods, or if earlier, whenever the order is expressly accepted by J.J. O’Toole Limited in writing.

2.3 Upon acceptance by J.J. O’Toole Limited in accordance with clause 2.2, a binding Contract shall exist between J.J. O’Toole Limited and the Buyer for the supply of Goods, subject to the provisions of these Terms, and in particular, clauses 2.7 and the entirety of clause 4 of these Terms.

2.4 The Contract comprises these Terms, the Quotation T&Cs, Order Form T&Cs, Artwork Form, Credit terms, and any additional terms agreed in writing between the parties, and J.J. O’Toole Limited shall sell, and the Buyer shall purchase, the Goods in accordance with Contract.

2.5 If there is any conflict between these Terms and the additional terms of the Contract specifically agreed in writing by the parties, the latter shall prevail.

2.6 If the Buyer places an order via the Seller’s website, the price set out on the website at the time the customer places their order is indicative only, the actual price for the goods will be advised to the Buyer via confirmation as set out in 2.6.1 below.

2.6.1 When confirmation of an Internet or Stock order is received, this is to indicate that the Company have received the Customer’s order. It does not indicate that a contract exists between the Customer and the Company. The Company will indicate acceptance of the Customer’s order when the Company sends the Customer email confirmation as to the price payable for the goods and that the order is processed and hence at this point, a contract is initiated. The Company has included this term to protect against any error in pricing, where the Company may have inadvertently under-priced or over-priced goods, or where the Company is no longer able to supply a particular product.

2.6.2 In the case of a change of price from that indicated price on the website, the Company will always contact the Customer and will not dispatch the goods until the Customer has confirmed that they wish to buy at the confirmed actual price.

2.6.3 If the product is no longer available, the Company will seek to offer the Customer a suitable alternative.

2.7 Prices quoted for bespoke orders are based on current market freight rates and are subject to change. The customer will be notified of any cost increases at the time of shipping goods ex-factory.

2.8 Lead times and all freight cost changes are out of the control of J.J. O'Toole Limited, and subsequently, once Acceptance has occurred as per clause 2.2 herein, the order cannot be cancelled.

For more information on standardised freight terms and conditions please see below

[CLICK HERE FOR LINK](#)

3 **PROOF DESIGNS, SAMPLES AND SPECIFICATIONS**

3.1 J.J. O'Toole Limited shall not commence production of the Goods until the Buyer has given written approval of the artwork proofs and/or production samples and such proofs and production samples shall then form part of the Specification.

3.2 The onus is on the Buyer to approve all pre-production samples (including inserts if applicable) for artwork, print, material specification, finish and functionality.

3.3 Please note artwork and pre-production sample approval by the Buyer is final confirmation to proceed to mass production.

3.4 J.J. O'Toole Limited shall only provide pre-production samples if requested by the Buyer and at their own cost. If the Buyer decides not to proceed with a pre-production sample, JJ O'Toole Limited take no responsibility for any errors with artwork, print, material specification, finish, or functionality with the mass production consignment.

3.5 Where produced Goods conform in all material respects to an approved production sample, and are within tolerance levels, the Goods shall be treated as conforming to the Specification.

3.6 In the case of printed goods, any alteration from the original copy, on and after the first artwork proof, including alternations in style, may incur additional graphic design charges.

3.7 The Buyer agrees the packaging industry tolerance of +/- 10% applies to volumes, print and material specifications.

3.8 The Buyer agrees that printing plates, moulds and other tooling items used by J.J. O'Toole Limited to produce the Goods are exclusively owned by J.J. O'Toole Limited.

3.9 The Buyer grants J.J. O'Toole Limited the right to use Buyer Materials to perform the Contract.

3.10 The Buyer shall keep J.J. O'Toole Limited indemnified at all times against claims, demands, costs, (including legal costs on a full indemnity basis), expenses, losses and liabilities incurred by J.J. O'Toole Limited as a result of any claim that any Buyer Materials used, or Goods produced by J.J. O'Toole Limited using any Buyer Materials infringes any rights of any third parties, including any Intellectual Property Rights.

3.11 All Intellectual Property Rights in the Goods shall as between the parties remain at all times vested in J.J. O'Toole Limited. No Intellectual Property Rights of J.J. O'Toole Limited is transferred to the Buyer and no licences to use any Intellectual Property Rights of J.J. O'Toole Limited are granted to the Buyer except as may be necessary for the usual use of the Goods supplied.

4 PRICES AND PAYMENT

4.1 Prices for the Goods shall be stated in the Quotation, subject always to any amendments that may arise on foot of the various provisions of this clause 4.

4.2 J.J. O'Toole Limited shall be entitled to invoice upon delivery of the Goods, or as otherwise stated in the Contract.

4.3 The Buyer shall pay the invoice in full and cleared funds no later than 30 days after the date of invoice.

4.4 If the Buyer fails to make any payment when due, without affecting any other rights which it may have, J.J. O'Toole Limited shall be entitled to exercise all or any of the following rights:

4.4.1 Suspends production and/or delivery of Goods until paid;

4.4.2 Require the Buyer to pay any costs of storage of undelivered Goods that exceed the agreed call off schedules;

4.4.3 To charge interest on the overdue amount which shall accrue from day to day (both before and after any judgement) from the due date until payment in full is received by J.J. O'Toole Limited.

4.5 The Buyer may not withhold, make any deduction from, setoff against or make abatement of any payment due to J.J. O'Toole Limited.

4.6 Upon termination of the Contract the Buyer shall pay all sums due to J.J. O'Toole Limited for Goods provided up to the date of termination.

4.7 We reserve the right to vary our prices before and after Acceptance to meet any additional costs resulting from any of the following:

4.7.1 Customer variations to order;

4.7.3 Customer failing to advise delivery requirements or advising amendments there to;

4.7.4 Delay in approving proofs/specifications;

4.7.5 Additional charges for storage and handling will be incurred if Goods cannot be accepted by the Customer as per outlined on the Quotation and/or Order Form;

4.7.6 In the event that freight costs, at time of shipping the Goods from the jurisdiction of the supplier or manufacturer, have materially increased from that rate which prevailed at the time of Quotation. Seller undertakes to provide Buyer such information as it deems necessary to confirm the basis for the price increase;

4.7.7 In the event that carriage/courier costs, at time of shipping the Goods from the Seller to the customer, have materially increased from that rate which prevailed at the time of Quotation due in the main from variations in fuel costs. Seller undertakes to provide Buyer such information as it deems necessary to confirm the basis for the price increase;

4.7.8 All orders will have VAT added where applicable.

5 **DELIVERY**

5.1 Unless agreed otherwise, J.J. O'Toole Limited shall be responsible for delivery of the Goods to the Buyer at the delivery address specified in the Quotation.

5.2 Delivery will take place when the Goods are unloaded at the Buyer's premises or nominated delivery destination.

5.3 Dates and times for delivery are estimates only and time shall not be of the essence. J.J. O'Toole Limited shall not be liable for any loss or damage caused directly or indirectly by any delays in delivery outside its control.

5.4 The Buyer may only terminate the Contract by reason of any delay on delivery where the delay is due to J.J. O'Toole Limited's negligence and where delay so caused exceeds 30 Business Days from the agreed delivery date.

5.5 The Buyer acknowledges that J.J. O'Toole Limited's ability to meet delivery dates is dependent upon the Buyer providing all necessary Buyer Materials and assistance within any timescales in the Contract, or otherwise promptly.

5.6 With reference to clauses 5.3, 5.4, and 5.5, J.J. O'Toole Limited will not be liable for any delays caused by a Force Majeure.

5.7 Delivery may take place by instalments in such quantities as J.J. O'Toole Limited may reasonably decide. Such instalments shall be separate obligations and breach of one or more of them shall not entitle the Buyer to cancel any subsequent instalment or repudiate the Contract as a whole.

5.8 Agreement to hold Goods in stock for call off are subject to a scheduled 3 month time limit unless otherwise agreed in writing. Storage will be charged to the buyers thereafter.

6 **SHORTAGES AND DEFECTS**

6.1 On Delivery, the Buyer shall provide a signed proof of delivery and shall:

6.1.1 No later than 2 (two) Business Days after Delivery, notify J.J. O'Toole Limited in writing of any shortage of Goods that ought to reasonably to have been apparent on a reasonable inspection of the Goods.

6.1.2 In the event that the Buyer notifies J.J. O'Toole Limited of a claim pursuant to the clause 6.1, J.J. O'Toole Limited shall, at its option, make up any shortfall in the Goods, or

repair or replace the Goods, (as appropriate) which are subject to the Buyer's claim, or credit sum paid for the relevant Goods.

6.2 For claims not notifiable under clauses 6.1, these must be notified to J.J. O'Toole Limited by the Buyer no later than 20 Business Days after the Buyer first becomes aware of the circumstances giving rise to the claim and in any case no later than 30 Business Days after delivery has been made, failing which J.J. O'Toole Limited shall have no liability for such claim.

6.3 The Buyer agrees to co-operate with any product recall operation initiated by J.J. O'Toole Limited.

6.4 Once the Buyer becomes aware that a defect in the Goods may exist, it must not use or supply the Goods, and must take all steps necessary to prevent their use by any of its customers or other third parties to whom it has supplied the Goods.

6.5 All volumes of Goods ordered are subject to a +/- 10% manufacturing tolerance. In the event that such tolerance is exceeded or subceeded the invoice will be issued accordingly by J.J. O'Toole Limited.

7 **RISK AND PROPERTY**

7.1 Risk of loss or damage to the Goods shall pass to the Buyer on Delivery.

7.2 Title in the Goods shall pass from J.J. O'Toole Limited to the Buyer on receipt by J.J. O'Toole Limited in full of the price (including VAT) for the Goods and all other sums then due from the Buyer under the Contract.

7.3 Until such time as in the title in the Goods has passed to the Buyer under clause 7.2 the Buyer may use the Goods and pass title to its customers in the ordinary course of its trade, provided that the Buyer's right to use the Goods shall automatically cease upon the occurrence of an Insolvency Event.

7.4 If:

7.4.1 Payment of the prices for the Goods becomes overdue;

7.4.2 The Buyer is in breach of any of its obligations under the Contract;

7.4.3 J.J. O'Toole Limited exercises any right to terminate the Contract or any other contract between J.J. O'Toole Limited and the Buyer; or

7.4.4 An Insolvency Event occurs or J.J. O'Toole Limited reasonably expects that an Insolvency Event is about to occur:

J.J. O'Toole Limited shall be entitled upon demand to the immediate return of all the Goods which remain in the ownership of J.J. O'Toole Limited, and the Buyer irrevocably authorises J.J. O'Toole Limited to recover such Goods and for that purpose, to enter any place. The Buyer shall take all reasonable steps to help J.J. O'Toole Limited recover them. Recovery by J.J. O'Toole Limited of the Goods shall not of itself cancel the Buyer's liability to pay the whole or

balance of the price for the Goods or affect any other rights of J.J. O'Toole Limited under the Contract.

8 QUALITY

8.1 Subject to the provisions of this clause 8, J.J. O'Toole Limited warrants that on Delivery, the Goods will conform in all material respects with the Specifications.

8.2 J.J. O'Toole Limited reserves the right to use materials to manufacture the Goods which are different to the materials set out in the Specification provided that the use of different materials does not materially affect the nature or quality of the Goods and J.J. O'Toole Limited shall notify the Buyer of any such change.

8.3 J.J. O'Toole Limited shall use reasonable endeavours to ensure that the colours of the Goods match those colours set out in the Specification, however, J.J. O'Toole Limited cannot guarantee exact colour matching to samples or previous orders.

8.4 Any material thickness or sizes for the Goods specified in the Specification are subject to a +/- 10% tolerance. In the event that such tolerance is exceeded, J.J. O'Toole Limited shall at its option replace the affected Goods or credit sums paid for them.

8.5 All dimensions are subject to manufacturing tolerance. We accept no responsibility for Goods supplied below nominal dimensions. Where dimensions require to be exact, the order must state minimum size.

8.6 J.J. O'Toole Limited shall not be liable for failure of the Goods to comply with clause 8.1 if the defect arises as a result of J.J. O'Toole Limited's use of or reliance on the Buyer Materials.

8.7 J.J. O'Toole Limited reserves the right to make any changes to the Goods which are required to conform to any applicable legal requirements, or which do not materially affect their quality.

8.8 Where the Goods consist of containers, wrappers, or other articles for use in connection with food, drugs or other substances, the Buyers shall satisfy themselves that such food articles or other substances are not likely to be affected by any material used by the Seller in the nature of printing of such containers, wrappers, or other articles, and the Seller shall not be liable to the Buyers or any third party in respect of any claim alleging that such food, article drug or substance has been adversely affected.

9 LIABILITY

9.1 J.J. O'Toole Limited shall only be liable to the Buyer in respect of claims notified to J.J. O'Toole Limited in accordance with clause 6.

9.2 Subject to clause 9.4, the liability of J.J. O'Toole Limited (whether for breach of contract, negligence, misrepresentation or however else arising) for any claims arising out of or in connection with each Contract and/or the Goods shall be limited in respect of all claims

in aggregate to a sum equal to the price payable (exclusive of VAT) by the Buyer for the Goods under the Contract giving rise to the claim.

9.3 Notwithstanding any other provision of the Contract, but subject to clause 9.4, J.J. O'Toole Limited shall have no liability (whether for breach of contract, negligence, misrepresentation, or however else arising) out of or in connection with the Contract and/or the Goods for any:

9.3.1 Direct or indirect loss of or damage to:

- (a) Profit;
- (b) Revenue;
- (c) Business;
- (d) Anticipated savings;
- (e) Goodwill;
- (f) Reputation;

9.3.2 Indirect or consequential loss or damage; or

9.3.3 Claim arising out of a claim against the Buyer by a third party.

9.4 No exclusion or limitation shall apply to the extent prohibited by law and in particular nothing in the Contract shall affect liability:

9.4.1 For death or personal injury caused by negligence;

9.4.2 For fraudulent misrepresentation or other fraud; or

9.5 All warranties, conditions, terms, and liabilities on the part of J.J. O'Toole Limited are excluded except to the extent such exclusion is prohibited or limited by law.

9.6 This clause 9 shall survive termination of the Agreement for any clause.

10 DURATION AND TERMINATION

10.1 Each Contract shall be for the duration specified in it.

10.2 Without affecting any other rights and remedies it might have, J.J. O'Toole Limited shall be entitled to terminate or suspend the Contract at any time without liability to the Buyer by giving written notice to the Buyer at any time if the Buyer:

10.2.1 Is in breach of any material provision of, or purports to cancel, the Contract;

10.2.2 Has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up, dissolution, administration, examinership, receivership, (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due or if it ceases to trade or if a distress, execution or other legal process is levied against any of

its assets or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Buyer is incorporated, resident or carries on business; and

10.2.3 In any other circumstances provided for in these Terms and/or the Contract.

11 **CONFIDENTIALITY**

11.1 Neither party shall, without prior written consent of the other party, use (other than in the performance of the Contract) or disclose to any other person any confidential information of the other party, except where disclosure of confidential information is required by law, court order, or any legal or regulatory authority, to comply with the rules of any relevant stock exchange, or for disclosure to a party's professional advisors, acting in their capacity as such.

11.2 We do not store credit card details, nor do we share customer details with any third parties.

12 **USE OF THE J.J. O'TOOLE LIMITED WEBSITE**

Copyright Notice Effective March 2010

12.1 The Website Owner does not make any warranty or representation that information on the website is appropriate for use in any jurisdiction (other than Ireland). By accessing the website, you warrant and represent to the Website Owner that you are legally entitled to do so and to make use of information made available via the website.

12.2 All aspects of this website – design, text, graphics, applications, software, underlying source code and all other aspects – are copyright jjotoole.ie and its affiliates or content and technology providers. In accessing these web pages, you agree that any downloading of content is for personal, non-commercial reference only. No part of this website may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior permission from the Website Owner. For rights clearance, please contact us ([tots aboard link](#)) here.

12.3 These website terms and conditions constitute the sole record of the agreement between you and the Website Owner in relation to your use of the website. Neither you nor the Website Owner shall be bound by any express tacit or implied representation, warranty, promise, or the like not recorded herein. Unless otherwise specifically stated, these website terms and conditions supersede and replace all prior commitments, undertakings, or representations, whether written or oral, between you and the Website Owner in respect of your use of the website.

12.4 The Website Owner may at any time modify any relevant terms and conditions, policies, or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions, (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

12.5 Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies, or notices, the other relevant terms and conditions, policies, or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

12.6 No indulgence or extension of time which either you or the Website Owner may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

12.7 The Website Owner shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

12.8 All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is, or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only, and only to the extent that it is so unenforceable, be treated as pro non scrip to and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

12.9 Applicable Laws

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of Ireland without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of Ireland in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.

12.10 If you have any questions, comments, or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us. (Insert hyperlink for form)

13 **EXTERNAL LINKS**

Public Forums and User Submissions

13.1 The Website Owner is not responsible for any material submitted to the public areas by you, (which can include bulletin boards, hosted pages, chat rooms, or any other public area found on the website. Any material (whether submitted by you or any other user) is not endorsed, reviewed, or approved by the Website Owner. The Website Owner reserves the right to remove any material submitted or posted by you in the public areas, without notice to you, if it becomes aware and determines, in its sole and absolute discretion that you are or there is the likelihood that you may, including but not limited to:

13.1.2 Publish, post, distribute, or disseminate any defamatory, obscene, indecent, or unlawful material or information;

13.13 Post or upload files that contain viruses, corrupted files or any other similar software or programmes that may damage the operation of the Website Owner's and/or a third party's computer system and/or network;

13.14 Violate any copyright, trademark, other applicable Ireland or International Laws or intellectual property rights of the Website Owner or any other third party;

13.15 Submit contents containing marketing or promotional material which is intended to solicit business.

14 ENTIRE AGREEMENT

14.1 These Terms, together with those set out in the Contract, and the other documents entered pursuant to the Contract, constitute the entire agreement and understanding of the parties and supersede any previous agreement or understanding between the parties with respect to the arrangements contemplated by or referred to in these terms and the Contract.

14.2 Each of J.J. O'Toole Limited and the Buyer acknowledges and agrees that:

14.2.1 In entering the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, (in each case whether negligently or innocently made), or understanding of any person (whether party to the Contract or not) which is not expressly set out in these terms and/or the Contract; and

14.2.2 The only remedy available to it for breach of any statement, representation or other term that is expressly set out in the Contract shall be for breach of contract under the terms of the Contract.

14.3 Nothing in this clause 12 shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

15 FORCE MAJEURE

15.1 Deliveries may be suspended pending strikes, lockdowns, industrial disputes, fire, stoppages of transport, prohibition of export or import, government decrees of requirements, war, pandemics or any contingency of any kind whatsoever beyond the control of the seller causing a shortage of supply of labour, fuel or raw materials or otherwise, howsoever impending or interfering with the manufacturer, use, delivery or carriage by land or by sea of goods of the description bought or sold. If any suspension should continue for three months then the contract so affected may be determined at the option of the Seller or the Buyers, provided that the Seller shall not be liable for any loss or damage caused by such suspension or determination .

16 GENERAL

16.1 J.J. O'Toole Limited shall not be liable in any way for loss, damage, or expense arising directly or indirectly from any failure or delay in performing any obligation under the

Contract caused by the actions or omissions of the Buyer, its employees, agents, contractors or other third parties providing goods to Buyer or by any circumstance beyond J.J. O'Toole Limited's reasonable control, which shall include without limitation vandalism, accident, breakdown or damage to machinery or equipment, fire, flood, severe weather conditions, strike, lock-out or other industrial disputes (whether or not involving employees of J.J. O'Toole Limited) or shortage of materials at the market rates existing when the relevant Contract is made. If such circumstance continues for more than a period of 30 days J.J. O'Toole Limited shall be entitled at its discretion to perform, suspend performance of, and/or terminate the Contract.

16.2 No variation of these Terms or any Contract shall be effective unless it is made in writing and signed by both parties.

16.3 J.J. O'Toole Limited may at any time assign, transfer, charge or deal in any other manner with any of its rights hereunder and may sub-contract any or all its obligations under the Contract.

16.4 The Buyer shall not assign, transfer, charge of deal in any other manner with any of its rights or obligations under the Contract, or purport to do so, or sub-contract any or all its obligations under the Contract without prior written consent of J.J. O'Toole Limited in its absolute discretion.

16.5 Any notice given under this agreement shall be in writing (but excluding fax transmission and electronic mail), in English, and may be served by leaving it at, or by sending it by pre-paid first-class post or recorded delivery to, the intended recipient's address. The address of a party for service of notices is the address set out in the Contract or such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when left at the recipient's address or, if sent by pre-paid first-class post or recorded delivery, 48 hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.

16.6 Any failure or delay to exercise by a party to exercise a right or remedy arising in with the Contract shall not constitute a waiver of such right or remedy.

16.7 If any provision of these Terms or the Contract is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms or the Contract and the remainder of the provision in question shall not be affected thereby.

16.8 These Terms and the Contract and any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with these Terms and the Contract shall be governed by and construed in accordance with the laws of Ireland and the parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of Ireland for the determination of all disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with this Agreement.