

TAYLOR MADE GLASS & SYSTEMS LIMITED – TERMS AND CONDITIONS OF SALE

1. GENERAL

- 1.1 In these terms “**Company**” means Taylor Made Glass & Systems Limited, Registered Office: Railway Road, Templemore, County Tipperary, Ireland.
- 1.2 “**Contract**” means these terms and conditions together with any and all Quotations
- 1.3 “**Customer**” means the person contracting with the Company for the supply of Goods and/or Services by the Company;
- 1.4 “**Free Issue Parts**” means any part or material provided by the Customer for use by the Company or to be combined with the Goods by the Company;
- 1.5 “**Goods**” means any goods agreed in the Contract to be supplied to the Customer by the Company (including any part of parts of them);
- 1.6 “**Intellectual Property Rights**” means any and all patents, trade marks, trade names, service marks, copyright, moral rights, rights in design, rights in databases, know-how, confidential information relating to the goods (or to the manufacturing process associated with producing the goods) and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in Ireland or any other part of the world together with all or any goodwill relating thereto;
- 1.7 “**Services**” means any services agreed in the Contract to be provided to the Customer by the Company;
- 1.8 All orders are accepted only upon and subject to these terms and conditions;
- 1.9 These terms and conditions shall govern the Contract between the Company and the Customer and shall prevail over any other terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar documents) and shall apply unless varied by express agreement accepted in writing by an officer of the Company duly authorised for that purpose;
- 1.10 No terms or conditions endorsed upon, delivered with or contained in the Customer’s purchase order, specification or similar document will form part of this Contract;
- 1.11 Subject to Clause 14, no order may be cancelled by the Customer except with the written agreement of the Company and on the terms that the Customer shall defend, indemnify, and keep the Company indemnified and hold the Company harmless in full against all losses (including loss of profit), costs, damages, charges and expenses suffered or incurred by the Company as a result of such cancellation.

2. QUOTATIONS AND FORMATION OF A CONTRACT

- 2.1 Quotations by the Company (“Quotation”) shall be open for acceptance by the Customer for a period of ninety (90) days from the date of Quotation (“Quotation Period”). The Quotation will include the price and where appropriate packaging, crating, freight and shipping costs but excludes import and export levies, loading and unloading and insurance. The Company shall use reasonable endeavours to maintain quoted prices during the Quotation Period, but reserves the right during the Quotation Period to increase the quoted prices as a result of: (i) increases in the costs of raw materials, labour costs, fuel, power and similar costs; (ii) amendments to the

specification of the Goods at the request of the Customer and; (iii) the imposition or change by any regulatory body of any relevant regulation relating to the Goods. Where the Company increases the quoted price during the Quotation Period, it will, at the request of the Customer, issue a new Quotation. From the date of such new Quotation, a new Quotation Period commences.

- 2.2 On expiry of the Quotation Period, the Quotation shall no longer be open to acceptance at the price set out in the Quotation. The Company will, at the request of the Customer, issue a new Quotation. From the date of such a new quotation, a new Quotation Period commences.
- 2.3 Each order for Goods by the Customer shall be deemed to be an offer by the Customer to purchase Goods subject to the terms and conditions of the Contract. It is the Customer's obligation to ensure that the terms of its order and any applicable specifications are complete and accurate.
- 2.4 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of the order is issued by the Company or (if earlier) (i) the Company commences manufacture of the Goods, (ii) the Goods are appropriated in to the Customer's order, (iii) the Goods are dispatched to the Customer, or (iv) the Company begins to provide the Services. Any order shall be accepted entirely at the discretion of the Company.
- 2.5 Quotations do not include VAT. The Customer will be required to pay, in addition, any VAT payable on the price set out in the Quotation.

3 **PAYMENT**

- 3.1 Time for payment shall be of the essence.
- 3.2 The price of the Goods shall be the price set out in the Quotation, unless otherwise agreed by the parties in writing.
- 3.3 Payment for the price of the Goods and/or Services must be made in full by not later than the end of the month following the month of invoice, unless otherwise required by the Company. The Company may invoice the Customer at any time after the order has been made by the Customer.
- 3.4 Any discounts offered by the Company shall be strictly subject to such special conditions as the Company may attach e.g. as to prompt payment.
- 3.5 The Company shall be entitled to suspend deliveries to the Customer where the Company's payment terms are not observed.
- 3.6 Queries about invoices must be notified to the Company in writing within fourteen (14) days of the date of invoice.
- 3.7 No payment shall be deemed to have been received until the Company has received cleared funds.
- 3.8 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 3.9 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

4 DELIVERY AND RISK

- 4.1 Unless otherwise agreed in writing between the parties, delivery of the Goods shall be made at the Company's premises prior to loading of the Goods onto transportation. The Company's premises shall be as notified by the Company to the Customer. The Customer shall take delivery of the Goods within seven (7) days of the Company giving the Customer notice that the Goods are ready for collection. Collection days are Monday to Friday (9:00 – 16:30) inclusive but excluding any bank holidays or public holidays. Any dates specified by the Company for delivery of the Goods are approximate only and may not be made of the essence by notice. If no dates are specified, delivery will be within a reasonable time.
- 4.2 Damaged Goods must be retained together with their packing for inspection by the Company or its agents at the point of receipt unless otherwise agreed.
- 4.3 If Goods are unexamined at the time of delivery the Customer must endorse the delivery note accordingly and examine the Goods at his earliest convenience, but in any event within 24 hours of the time of delivery. Any loss or damage must be notified to the Company within that time, by telephone, fax or electronic mail and unless by fax must be confirmed in writing within three (3) business days.
- 4.4 The Company will not accept responsibility for damaged Goods if:
- 4.4.1 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - 4.4.2 the Customer alters or repairs the Goods without the prior written consent of the Company; or
 - 4.4.3 the defect in the Goods arises from any design defect in any drawing, design or specification supplied or approved by the Customer.
- 4.5 Subject to the other provisions of these terms and conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence) [nor unless such delay exceeds 180 days will any delay entitle the Customer to terminate or rescind the Contract]. The Company shall be entitled at its discretion to make delivery of the Goods by instalments and to invoice the Customer for each instalment individually. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the instalments in accordance with this Contract or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated or to refuse to accept subsequent instalments.
- 4.6 If the Customer fails to take delivery of any of the Goods when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Goods to be delivered on time (except because of the Company's fault) the Goods will be deemed to have been delivered and (without prejudice to its other rights) the Company may:
- 4.6.1 store or arrange for the storage of the Goods until actual delivery or sale and charge the Customer for all related costs and expenses (including, without limitation, storage and insurance); and/or
 - 4.6.2 following written notice to the Customer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Customer for any shortfall below the price under the Contract.

4.7 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5 TERMINATION

5.1 The Company has the right to suspend or cancel any outstanding provision of the Services or delivery of the Goods or stop any Goods in transit or terminate the Contract immediately upon the happening of any one or more of the following events:

- (i) the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy;
- (ii) the Customer fails to remedy a breach of its obligations under the Contract (except as to payment) which is capable of remedy, or persists in breach of any of its obligations under the Contract after having been requested in writing by the Company to remedy or desist from such breach within a period of fourteen (14) days;
- (iii) any sum payable under the Contract is not paid within seven (7) days of its due date for payment in accordance with the Contract;
- (iv) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors; or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory), except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation; or has a receiver, manager or examiner appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an examination order in respect of the Customer or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

5.2 The Company has the right to suspend or terminate the Contract immediately upon service of written notice of termination by the Company on the Customer on the happening of any one or more of the following: (i) the Customer suffers or allows any execution (whether legal or equitable) to be levied on his/its property or obtained against him/it; or (ii) the Customer fails to observe or perform any of his/its obligations or duties under the Contract or any other contract between the Company and the Customer; or (iii) is unable to pay its debts within the meaning of section 214 of the Companies Acts, 1963-2006 (if the Customer is a company), or section 62(3) of the Sale of Goods Act, 1893 (as amended) (if the Customer is a sole trader); or (iv) the Customer ceases to trade.

5.3 The Company's right contained in Clause 4 (Delivery & Risk) (but not the Customer's rights) shall continue beyond the discharge of the Customer's and the Company's primary obligations under the Contract subsequent upon its termination.

5.4 The termination of the Contract howsoever arising shall be without prejudice to the rights and duties of either the Customer or the Company accrued prior to termination.

5.5 The Customer will pay the Company for all Goods already delivered or Services provided up to and including the date of termination and the Company's costs incurred up to this point.

6 QUALITY

6.1 The Company warrants that (subject to the other provisions of these Terms and Conditions) upon delivery, and for a period of twelve (12) months from the date of delivery, the Goods will be of merchantable quality within the meaning of the Sale of Goods and Supply of Services Act, 1980.

- 6.2 The Company shall not be liable for a breach of the warranty in Clause 6 (“Quality”) unless:
- 6.2.1 the Customer gives written notice of the defect to the Company within seven (7) days of:
- (a) the date of delivery (where the defect would be apparent to the Customer upon a reasonable inspection); or
 - (b) the date when the Customer knew or ought reasonably to have known of the defect (where the defect would not be apparent to the Customer upon a reasonable inspection); and
 - (c) the Company is given a reasonable opportunity after receiving the notice of examining the Goods and the Customer (if asked to do so by the Company) returns Goods to the Company’s place of business at the Customer’s cost for the examination to take place there.
- 6.3 The Company shall not be liable for a breach of warranty in Clause 6.1 if any of the circumstances set out in Clause 6.5 occur.
- 6.4 If, within twelve (12) months of the date of delivery, the Customer establishes to the Company’s reasonable satisfaction that there is a defect in the materials and workmanship of the Goods manufactured or there is some other failure by the Company in relation to the conformity of the Goods, with the Contract or the Services, then the Company shall at its option, at its sole discretion and within a reasonable time:
- 6.4.1 replace the goods; or
 - 6.4.2 supply new parts; or
 - 6.4.3 repair the defect subject to the Company being satisfied that the goods have been adequately maintained and used in the correct manner and that the defect arises from faulty materials or workmanship. In such circumstances the new or repaired goods will be returned to the Customer free of charge, save that the Customer will be responsible for the costs of removing, returning and of refitting any faulty goods. The Company’s liability under this clause shall not exceed the purchase price of the Goods and performance of anyone of the above options shall constitute an entire discharge of the Company’s liability under this warranty.
- 6.5 The Company shall be under no liability under the warranty at Clause 6.4:
- 6.5.1 in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company’s instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company’s approval;
 - 6.5.2 if the total price for the Goods [or Services] has not been paid by the due date for payment;
 - 6.5.3 for any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to the Company by the Customer [or for any Services provided in accordance with specifications, instructions or recommendations issued by the Customer;
 - 6.5.4 in respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing; or

- 6.5.5 if the Customer makes any further use of the Goods after giving notice in accordance with Clause 6.2.
- 6.6 Any goods replaced will belong to the Company and any repaired or replacement goods will be guaranteed on these terms and conditions for the unexpired portion of the 12 month period.
- 7 TITLE**
- 7.1 Risk of damage to or loss of the Goods, or any other risk to the Goods shall pass to the Customer at the time of delivery of the Goods.
- 7.2 Full legal, beneficial and equitable title to and property in the Goods shall remain vested in the Company (even though they have been delivered and risk has passed to the Customer) until:
- 7.2.1 payment in full, in cash or cleared funds, for all the Goods has been received by the Company; and
- 7.2.2 all other money payable by the Customer to the Company on any other account or under the Contract or any other contract has been received by the Company.
- 7.3 Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer:
- 7.3.1 the Customer shall hold the Goods on a fiduciary basis as the Company's bailee;
- 7.3.2 the Customer shall store the Goods at its premises in a proper manner in conditions which adequately protect and preserve the Goods and shall insure them, without any charge to the Company, and not tamper with any identification upon the Goods or their packaging and shall ensure that they are stored separately from any other goods (whether or not supplied by the Company) and are clearly identifiable as belonging to the Company and the Company shall be entitled to examine any such Goods in storage at any time during normal business hours upon giving the Customer reasonable notice of its intention to do so;
- 7.3.3 the Company may at any time, on demand and without prior notice, require the Customer to deliver the Goods up to the Company and the Company may repossess and resell the Goods if any of the events specified in Clause 5 occurs or if any sum due to the Company from the Customer under the Contract or on any other account or under any other contract is not paid when due;
- 7.3.4 for the purposes of this Clause 7 the Company, its employees, agents and sub-contractors will be entitled to free and unrestricted access to any premises owned, occupied or controlled by the Customer and/or any other location where any of the Goods are situated at any time without prior notice; and
- 7.3.5 the Company shall be entitled to maintain an action against the Customer for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed to the Customer.
- 7.4 The Company hereby authorises the Customer to use and/or sell the Goods in the normal course of the Customer's business and to pass good title in the Goods to its customers, if they are purchasers in good faith without notice of the Company's rights. This right shall automatically cease on the occurrence of any event set out in Clause 5 and/or if any sum owed to the Company by the Customer is not paid when due. If the Customer sells the Goods prior to paying the full price thereof the Customer shall hold the proceeds of sale on trust for the Company and shall immediately pay the proceeds of the sale into a separate bank account. At the Company's

request, the Customer shall assign to the Company all claims that the Customer may have against purchasers of the Goods from the Customer. The Company's rights and remedies set out in this Clause 7 are in addition to and shall not in any way prejudice, limit or restrict any of the Company's other rights or remedies under the Contract or in law or equity.

8 PROVISION OF SERVICES

8.1 Where the Company is to perform Services at the Customer's premises, the Customer shall procure safe access to the premises and the provision of adequate power, lighting, heating and other such facilities or supplies for the Company's employees or agents in accordance with the demands of any applicable legislation and as the Company shall reasonably require.

8.2 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable forthwith:

8.2.1 when the Company issues a written notice to the Customer confirming such completion;
or

8.2.2 if the Company is available to perform the Services but is prevented from doing so by reason of:

(a) the lack of relevant assistance from the Customer (such as lack of availability of test components or parts from the Customer); and/or

(b) the condition of the Customer premises on the site at which the Services are to be provided and/or the facilities at or the services available therein at the time agreed for the provision of the Services.

9 SPECIFICATION

9.1 The specification of the Goods shall be set out in the Company's Quotation. Any variations to the specification shall be agreed between the parties in writing.

9.2 Unless the Company expressly otherwise agrees in writing all specifications, photographs, descriptions, illustrations and advertising matter published by or on behalf of the Company (together referred to as 'specifications') are to convey a general impression only of the Goods offered and shall not constitute a contract for the sale by description of the goods nor form part of any contract between the Company and Customer nor amount to any representation with respect to the extent of specific compliance by the Goods with such details.

9.3 In so far as specifications relate to Goods not manufactured by the Company they are based on information supplied by the manufacturer of such Goods for which the Company accepts no liability whatever.

9.4 In so far as goods are manufactured in accordance with specifications supplied to the Company by the Customer, or by a manufacturer of the article to which the Goods are to be fitted the Company, with the exception of any liability for death or personal injury arising from its negligence or fraudulent misrepresentation, accepts no liability whatever for any loss or damage however arising as a consequence of:

9.4.1 any error, omission or mistake in the said specification and/or

9.4.2 any failure by a manufacturer to provide a specification which properly accords with the wishes of the Customer.

- 9.5 The Company reserves the right to make any change without notice in the specifications of Goods to be supplied so long as the functional performance of the Goods remains materially unimpaired.
- 9.6 The Company reserves the right to make any change in the specifications of goods necessary to comply with any statutory, legal or government requirement.
- 9.7 In the event that there is a defect in or a problem with the materials or workmanship of the Free Issue Parts such as, for example, they are the wrong size or of the wrong specification, or a delay in supplying such Free Issue Parts, then the Customer shall, at the Company's request and within a reasonable time;
- 9.7.1 replace such Free Issue Parts with Free Issue Parts which are in all respects correct and will enable the Company to manufacture the Goods in accordance with the specification; and
- 9.7.2 reimburse the Company for any costs incurred as a result of such problem or defect, including any costs of having to re-perform the Services or re-manufacture the Goods.

10 **PRODUCT PERFORMANCE**

Data published or communicated by the Company relating to performance is either based on experience obtained during tests or on data supplied by any manufacturer and shall not be incorporated as a term of any contract between the Company and Customer nor amount to any representation unless a specified performance has at the Customer's request been guaranteed by the Company in writing.

11 **FORCE MAJEURE**

Notwithstanding any other provision hereof the Company is under no obligation or liability in respect of failure to perform, or delay in performance of, any of its obligations under any contract between the Company and Customer where such delay or failure is caused by reasons beyond the Company's reasonable control, including without prejudice to the generality of the above, where caused directly or indirectly by reason of war, strikes, lock-outs or other labour disputes, adverse weather conditions, breakdowns, delays in transport, accidents, delay in obtaining materials, governmental prohibition or restrictions.

12 **LIABILITY**

- 12.1 Nothing in these Terms and Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for fraud.
- 12.2 Except as herein expressly provided any implied condition, statement, representation or warranty, statutory or otherwise, relating to any goods or services supplied by the Company is hereby expressly excluded to the fullest extent permitted by law.
- 12.3 The Company endeavours to ensure that all glass forming part of the Goods is able to withstand long and sustained use. However the Customer should note that glass is fragile and may be liable to unforeseeable breakage. The Company will not be liable for any such breakage or any loss or damage caused by such breakage.
- 12.4 Samples of glass and products are provided as an indication only; in particular the colour of glass may differ and vary from one batch to another.

- 12.5 The Company will not be responsible for any fault whatsoever arising when due to the use of any proprietary or any other unsuitable cleaners or chemical treatments.
- 12.6 In the case of goods not manufactured or assembled by the Company, the Company's liability, if any, shall be limited to such benefits as the Company may receive under the manufacturer's guarantee (if any) and the terms and conditions under which the goods were supplied to the Company.
- 12.7 Subject to Clause 12.1 the Company shall not be liable to the Customer by reason of any representation or any implied warranty, condition or other term or any duty at law or under the express terms of the Contract for any loss of profit or any indirect or consequential loss or damage (whether for loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether or not caused by negligence of the Company, its employees, agents or sub contractors) which arise out of or in connection with the Contract.
- 12.8 In no event shall the Company be liable for any loss or damage arising out of or in connection with goods which have been modified or altered by any party other than the Company.
- 12.9 Subject to the above provisions of this Clause 12 the Company's total liability in contract, tort (including negligence or statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract price.

13 **INDEMNITY**

- 13.1 The Customer irrevocably and unconditionally agrees to defend, indemnify and keep indemnified the Company its employees, sub—contractors and agents (who shall have no duty to mitigate their loss) and hold harmless in full and on demand and keep the Company indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including without limitation legal and other professional goodwill, anticipated savings) and any consequential loss made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the entering into the Contract:
- 13.1.1 any claim that the Goods, which the Company has manufactured in accordance with any specifications, instructions or designs provided to it by the Customer, infringe, or the importation or use of the Goods infringes the Intellectual Property Rights of any other person; and
- 13.1.2 any liability incurred by the Company which arises from the Customer's (or its employees', agents' or sub-contractors') negligent or incorrect installation of the Goods including but not limited to, the Customer's failure to comply with the Company's oral or written instructions;

14 **CANCELLATION OR AMENDMENT**

Although orders are accepted on condition that no cancellation or amendment shall be made, the Company may agree to orders being cancelled or amended provided that the Company may insist that the Customer pays for all expenses incurred by the Company prior to cancellation and indemnifies the Company against any loss or other liabilities arising.

15 **INTELLECTUAL PROPERTY**

Any Intellectual Property Rights created by the Company in the course of the performance of the Contract or otherwise in the manufacture of the Goods or the provision of the Services shall remain the Company's property. Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of the Intellectual Property Rights of the Company.

16 **MISCELLANEOUS**

- 16.1 Where natural materials are used, every effort will be made for the matching of these materials but no responsibility can be accepted for flaws and inconsistencies inherent in the material.
- 16.2 Rolled and drawn metal sections will be supplied within the tolerances set out in B.S.S. 2994;1976
- 16.3 Testing and inspection, if specified by the Customer or his agent, shall be at a place nominated by the Company, and shall be conducted there. All costs and fees incurred in connection with testing and inspection are to be chargeable to the Customer.
- 16.4 Whilst every care will be taken when handling or working upon the Customer's own materials the Company cannot accept liability for any damage which may occur.
- 16.5 If new and improved products are produced by the Company, it will not replace products previously supplied to the Customers, unless otherwise agreed in writing.
- 16.6 Tooling charged to the Customer remains the property of the Company.
- 16.7 Jigs, moulds and fixtures supplied by the Customer to enable the manufacture of any item shall be retained by the Company for future reference or use for a minimum period of one year following production/delivery, after which the Customer may request their return or they may be scrapped/destroyed by the Company at its discretion unless otherwise agreed in writing.
- 16.8 Time for performance of all obligations of the Customer is of the essence.
- 16.9 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 16.10 Any provision of the Contract which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the Contract and the remainder of such provision shall not be affected.
- 16.11 Failure by the Company to enforce or partially enforce any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 16.12 The Company may assign, license or sub-contract all or any part of its rights or obligations under this Contract without the Customer's consent.
- 16.13 This Contract is personal to the Customer who may not assign, license or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

17 **APPLICABLE LAW**

The Contract shall in all respects be construed and operate as a contract made in Ireland and shall be subject to Irish law and to the exclusive jurisdiction of the Irish Courts