

# **Jones Engineering Group**

## **Standard Conditions for Purchase of Goods and or Supply of Services**

## STANDARD CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES

## 1. DEFINITIONS

In this document, unless the context otherwise requires or unless otherwise specified:

**"Applicable Law"** means any law applicable in Ireland (without further enactment) or any other applicable jurisdiction to the Contract and shall include, without limitation, common law, civil code, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation.

**"Business Hours"** means the period from 9.00 am to 5.00 pm on any Business Day;

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in the Republic of Ireland, when banks in Dublin are open for business;

**"Company"** means the Jones Engineering group company referenced in the heading of the Purchase Order;

**"Company IPR"** means all intellectual property rights in and to any information provided by the Company to the Supplier in physical or electronic format or communicated orally;

**"Company Personal Data"** means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Contract;

**"Conditions"** means the terms and conditions of the purchase by the Company set out in this document;

**"Contract"** means an agreement for the supply of Goods and/or Services between the Company and the Supplier made in accordance with these Conditions, consisting of a Purchase Order and these Conditions;

**"Contracted Processor"** means a Subprocessor;

**"Data Protection Agreement"** means Data Processing Agreement and all Schedules when within clause 16;

**"Data Protection Laws"** means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

**"Data Transfer"** means a transfer of Company Personal Data from the Company to a Contracted Processor; or an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

**"Delivery"** means the delivery of the Goods and/or performance of the Services either at (i) the Delivery Address, or (ii) at the place of destination, or (iii) after putting the Goods into commercial operation at the Supplier's or the Company's address, whichever occurs latest (and **"Delivered"** shall be construed accordingly);

**"Delivery Address"** means the address or addresses stated

in the Purchase Order;

**"Delivery Date"** means the date by which Goods and/or Services shall be Delivered as stated in the Purchase Order or as otherwise directed by the Company;

**"Delivery Schedule"** means a written schedule (if any), on the Purchase Order or attached thereto, setting out the Delivery timescales and/or Delivery sequences, and other related requirements of the Company as advised to the Supplier at any time;

**"Dispute"** has the meaning given to that term in clause 15.1;

**"Force Majeure Event"** has the meaning given to that term in clause 10.6;

**"Goods"** means the goods, products, equipment, materials, kit or other tangible movable items (along with any ancillaries) to be supplied by the Supplier (including any instalment of the Goods or any parts for them) as described in the Contract which the Supplier is to supply in accordance with these Conditions;

**"Import Taxes"** means the relevant import duty, customs duties, VAT, trade tariffs and other related costs associated with the international carriage of Goods;

**"Mandatory Policies"** means the Company's business policies and codes, available from the Company's website <https://joneseng.com/terms-conditions/> as amended, updated, varied or replaced from time to time;

**"Price"** means the price of the Goods and/or the charge for the Services;

**"Purchase Order"** means an instruction by the Company to the Supplier to supply Goods and/or Services as therein directed in accordance with these Conditions and to which these Conditions are attached;

**"Retention"** means any amounts retained from payment under the terms of clause 5;

**"Services"** means the services (including, but not limited to, site services such as erection and commissioning, repairs and maintenance works) to be provided by the Supplier as described in the Contract which the Supplier is to supply in accordance with these Conditions;

**"Special Condition"** means any special terms and conditions to these Conditions agreed in writing between the Company and the Supplier in the Purchase Order;

**"Specification"** means the description and/or the performance criteria of the Goods and/or Services to be supplied under the Purchase Order;

**"Subprocessor"** means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Data Protection Agreement;

**“Supplier”** means the person, entity, firm, partnership, or company (in each case, including permitted assigns, agents or employees) to whom the Company has issued a Purchase Order; and

**“Supplier IPR”** means all intellectual property rights of the Supplier in and to the Goods and/or Services and any drawings, calculations or documents contained within them or generated as a result of the Goods or Services (including, without limitation, operation and maintenance manuals and as built drawings).

- 1.1 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, replaced, re-enacted or extended at the relevant time.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.4 In interpreting these Conditions, no regard shall be had to the contra proferentem rule or any similar rule of interpretation which would narrow the meaning of the words used in these Conditions in a manner prejudicial to one party only.
- 1.5 Any words following the terms **“including”**, **“include”**, **“in particular”** or any similar expression in these Conditions shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 The terms, **“Commission”**, **“Controller”**, **“Data Subject”**, **“Member State”**, **“Personal Data”**, **“Personal Data Breach”**, **“Processing”** and **“Supervisory Authority”** shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

## 2. BASIS OF PURCHASE

- 2.1 The Company shall purchase and the Supplier shall sell the Goods and/or Services in accordance with the terms of a Contract. Unless otherwise agreed in writing between the Company and the Supplier, a Contract shall not come into existence unless and until the Company issues a Purchase Order to the Supplier which is confirmed by the Supplier. The Supplier shall be deemed to have accepted the terms and conditions in these Conditions upon the taking of any step or action, of whatsoever nature, towards Delivery or consistent with fulfilling the Purchase Order notwithstanding the fact that the Supplier may not have expressly indicated their acceptance of these Conditions.
- 2.2 These Conditions shall apply to the exclusion of all other terms and conditions. Where any terms and conditions which are referred to or set out in any of the Supplier's quotations, acknowledgements or orders (subject to which any such document is accepted or purported to be accepted), or which are implied by trade, custom, practice or course of dealing, conflict with these Conditions, the terms and conditions referred to, set out or implied in any Supplier's quotation, acknowledgements or orders shall have no effect, irrespective of whether they are provided before or after the presentation of these Conditions. In the event of any conflict or apparent conflict between the Special Conditions and these Conditions the Special

Conditions shall prevail.

- 2.3 Any typographical, clerical or other error or omission in any sale literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.4 No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 3. ORDERS, SPECIFICATIONS AND QUALITY

- 3.1 It shall be a condition of the Contract that the Goods and/or Services comply in all respects with the quantity, description and Specification (whether in respect of technical specifications, quality requirements, delivery and packaging specifications or otherwise) on the Purchase Order or contained in documents referred to in the Purchase Order and with any statements or undertakings made by the Supplier or his/her servants or agents prior to the issuing of the Purchase Order. Without prejudice to the foregoing, and in any event, the Supplier warrants to the Company and shall ensure that the Goods and/or Services:
  - (a) are of good quality and fit for purpose (including, but not limited to, for any purpose held out by the Supplier or made known to the Supplier by the Company expressly or by implication, and in respect of which the Company relies on the Supplier's skill and judgment);
  - (b) are free from damage and defects in design, material and workmanship; and
  - (c) comply with all express or implied statutory and regulatory requirements, whether relating to the manufacture, labelling, packaging, storage, handling and Delivery or otherwise, and with all industry standards (including relevant Irish standards, British standards or European standards as applicable) and relevant codes of practice.
- 3.2 Without prejudice to clause 3.1, the Supplier shall for the duration of the Contract supply the Services to the Company in accordance with the terms of the Contract. The Supplier shall meet any Delivery Date and Delivery Schedule. In performing the Services, the Supplier shall:
  - (a) co-operate with the Company in all matters relating to the Services, and comply with all instructions of the Company;
  - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - (c) perform the Services in compliance with Applicable Law;
  - (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them,

- and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (e) ensure that the Services will conform with all descriptions, standards and Specifications;
  - (f) provide all equipment, tools and vehicles and such other items as are required to perform the Services;
  - (g) use the best quality goods, materials, standards and techniques, and ensure that all goods and materials used in the performance of the Services will be free from defects in workmanship, installation and design;
  - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises;
- 3.3 If the Supplier undertakes design work in respect of the Goods and/or Services, the Supplier hereby warrants, represents and undertakes that it has exercised or will exercise all skill and care in the performance of the design work expected of a competent designer experienced in providing such Goods and/or performance of such Services, and that such design will be fit for its intended purpose and satisfy all statutory and other requirements, whether express or implied.
- 3.4 The Supplier guarantees that all Goods to be delivered under the Contract will be free of any lien, encumbrance or claim of any nature by any third party. The Supplier acknowledges that the Company is entitled to mix and/or incorporate the Goods into other goods and it shall not claim any lien, charges, attachment or other similar claim on the Goods or on any property of the Company and shall indemnify and hold harmless the Company against any lien, charge, attachment or other similar claim by the Supplier and the Supplier's sub-suppliers or any other third party to the Supplier in connection with the Goods and/or Services. The Supplier shall indemnify and defend the Company against any and all claims, demands, actions, suits, proceedings and judgments which may be brought or secured against by reason of the Supplier's failure under this clause 3.4.
- 3.5 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits (including, but not limited to, export licences, clearances and other consents necessary for the supply and Delivery) that it needs to carry out its obligations under the Contract. In addition, the Supplier shall ensure not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.
- 3.6 The Supplier shall ensure that if it becomes aware at any time of any incidents, events or discoveries which are in any way relevant to the safe operation of the Goods, or has reason to believe that there is a defect in the Goods rendering them unsafe to use, the Supplier shall without delay issue written notice of them to the Company.
- 3.7 If, within 12 months from the Delivery Date, any Goods and/or Services supplied or performed shall be found (at the Company's reasonable discretion) to be defective, unfit for the purpose for which they were intended or otherwise in non-compliance with the terms of clauses 3.1, 3.2, or 3.3 in any respect, then the Company may call upon the Supplier (without prejudice to the Company's other contractual or common law rights) to promptly replace the Goods or effect site repairs (replacement or repair being at the Company's option) and/or re-perform the Services at the Supplier's own expense. All the obligations in this clause shall not further invalidate or impinge and be additional to any agreed warranties or guarantees pertaining to the Goods supplied and/or Services performed under this Contract. In addition to any liability of the Supplier under this clause, the Company will be entitled to the reimbursement of all additional costs including but not limited to dealing with and returning defective goods. Any restriction sought to be imposed by the Supplier as to the time within which any complaints or claims may be lodged or limitation or exclusion sought to be imposed by any warranty or guarantee shall be inapplicable. For the purpose of this clause, the Delivery Date shall be extended, where applicable, to the latest date of completion of testing, preservation activities, installation, commissioning or satisfaction of other matters required to achieve installation and commissioning as agreed between the parties; provided that, in such circumstances, the Company will use all reasonable endeavours to ensure that any such Goods are stored, packaged and protected in accordance with commercially reasonable industry standards and practices for the period up to (and including) the extended Delivery Date.
- 3.8 For the repaired or replaced Goods or repeated Services, the period in clause 3.7 shall start anew from the date at which it is put into operation following the satisfactory completion of such repair, replacement or repeat.
- 3.9 If it is necessary to test, open up or dismantle any other works or assemblies to permit any test, repair or replacement of defective Goods or the re-perform Services under clause 3.7, then the Supplier shall bear the cost of such testing, opening up or dismantling and of re-assembly and making good after repairs, replacements and testing of such Goods have been completed and/or such Services have been re-performed to the Company's reasonable satisfaction. Where substitute delivery is made, the Goods originally Delivered to the Company shall be left with the Company for use free of charge until such substitute Delivery is ready for operation to the Company. The same shall apply in case of whole or partial termination of the Contract due to faulty supply.
- 3.10 The Company reserves the right to make visits at any reasonable time (and by providing no less than 24 hours' notice) to any or all of the Supplier's premises and/or the Supplier's sub-suppliers for the purpose of auditing and/or inspecting and/or testing work-in-progress and/or any records of the Supplier or at any place of storage to ensure compliance of the terms of this Purchase Order and to require the making good, amendment or alteration of anything which is defective or does not, or is unlikely to, comply with this Contract and to reject any Goods, materials, of which it reasonably disapproves. The Supplier shall immediately make good, amend or alter as so required and any Goods, materials, work shall be replaced and/or re-executed and/or Services re-performed by the Supplier to the Company's full satisfaction and in addition the Company shall have the right to require further testing and inspection.

- 3.11 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for ensuring that the Goods and/or Services comply with the Purchase Order and / or Contract and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract or otherwise.
- 3.12 No modification to quality or Specification shall be made without written authorisation from the Company. Application must be made for permission to make any such modifications in sufficient time to allow full consideration of the proposal by the Company's personnel.
- 3.13 The Supplier will if required supply samples free of charge to the Company for the purpose of design, performance and surveillance inspection and testing. Samples may be collected by the Supplier on completion of such tests in such condition as the nature of the tests permit.
- 3.14 The Supplier shall produce to the Company on written demand true and accurate copies (certified to be such) of all test certificates and reports prepared by it in relation to the Goods and/or Services.
- 4. PRICE**
- 4.1 The Price shall, unless otherwise stated, be that in the Purchase Order or, if none is stated, in the Company's or Supplier's quote and shall be deemed to include Delivery and shall include cost for storage packing, cost of packing materials, loading, off-loading (subject to clause 5), shipping, carriage, duties (exclusive of VAT), insurance and any other associated cost. The Price shall be fixed unless otherwise agreed in writing between the Company and the Supplier. The Price is deemed to include:
- (a) the cost of any change in mode or timing of delivery, performance dates, quantities or Specifications for the Goods and/or Services unless as agreed with the Company;
  - (b) any increase in the costs to the Supplier of materials, labour and services (even if caused by currency fluctuations); or
  - (c) the cost of any delay caused by any failure of the Supplier to give the Company adequate information or instructions; and
  - (d) the cost of all consequences of any change in Applicable Law whether or not foreseeable as of the date of the Contract, or in respect of any change in Applicable Law prior to the date of the Contract where consequences are said to arise after the date of the Contract.
- 4.2 VAT shall be stated separately in the invoice and in accordance with the current legislation.
- 4.3 The cost of collection of any returnable containers or ancillaries will be borne by the Supplier but the Company shall be responsible for ensuring such returnable containers are not lost, damaged or destroyed prior to collection. If such loss or damage occurs prior to return to the Supplier for no fault of the Company, the Company shall not be responsible for any costs, loss or damage incurred by the Seller in respect of same.
- 4.4 Unless otherwise agreed, any software updates or upgrades are included in the Price.
- 4.5 As a precondition to payment, any deviations or alterations whatsoever to this Contract or any of the Goods and/or Services by the Supplier thereunder are subject to the Company's prior written consent. Payment requests for unauthorised work, services or goods shall be otherwise inadmissible.
- 4.6 The Supplier agrees that the Company may set off any sums due to the Supplier under this Contract against any amounts due to the Company from the Supplier under this Contract or any other contracts and any loss and/or expense and/or damages incurred or likely to be incurred by the Company (including in respect of any present or future, liquidated or unliquidated liability) arising from breaches of contract between the Company and the Supplier either in respect of this Contract or any other contract between the parties. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off.
- 4.7 The Supplier agrees to accept for credit the return of surplus Goods at the original purchase price subject to a minimal restocking charge.
- 5. TERMS OF PAYMENT**
- 5.1 The Supplier shall invoice the Company on Delivery and each invoice shall quote the order number of the Purchase Order. Subject to the foregoing, invoices must be received by the Company within 10 days of the end of the month in which the Goods and/or Services to which they relate are Delivered otherwise they will be deemed to relate to Goods and/or Services Delivered in the following month. All invoices shall be rendered net of any Retention and discounts as specified in the Purchase Order.
- 5.2 Unless otherwise stated in the Purchase Order and subject to clause 5.3, the Company shall pay the Price (or relevant portion of the Price) of the Goods and/or Services Delivered within 60 days of the end of the month in which the Company receives a correct invoice (which satisfies the provisions of this clause 5).
- 5.3 Unless otherwise agreed in writing between the Company and the Supplier, the Company shall not be required to process payment for the Goods and/or Services Delivered if the Supplier has not been issued with a Purchase Order.
- 5.4 Payment shall be made to the bank account nominated in writing by the Supplier and proof of payment shall be deemed good discharge in respect of the obligation to make such payment.
- 5.5 Every invoice must be addressed to the Company and must relate to a single order only, state the Company's relevant order number and show clearly whether it relates to the whole of that order, a part of that order or the balance of that order.
- 5.6 The Supplier shall provide to the Company a monthly statement detailing all invoices submitted by the Supplier to the Company and all payments, credits or other variations made in relation thereto whether under the Contract or otherwise. Failure to provide a monthly statement may result in payment of the Suppliers invoices being delayed.

5.7 Unless otherwise stated in the Purchase Order, if the Company makes advance payments, the Supplier shall provide a vesting certificate (in a form acceptable to the Company).

5.8 The Company and the Supplier expressly agree that payment of any amount by the Company to the Supplier for Delivery does not imply that the Supplier has complied with their obligations under this Purchase Order and the Conditions. No payment made pursuant to this Purchase Order by the Company amounts to a waiver of rights and all rights of the Company are expressly reserved including but not limited to the right to recover any and all damages or losses caused directly or indirectly by the Supplier's breach of this Purchase Order and/or negligence and/or breach of duty.

5.9 Retention, if any, shall be deducted at the rate stated in the Purchase Order. Amounts deducted in respect of any Retention shall be paid as follows:

- (a) half of the said Retention shall be paid to the Supplier within 30 days of the Delivery Date;
- (b) the remaining balance of the said Retention shall be paid to the Supplier 12 months after the Delivery Date.

## 6. CONSIGNMENT, STORAGE AND PACKAGING

6.1 To facilitate the Company's operational requirements, the Supplier may be required by the Company to arrange for storage of quantities of Goods and / or materials prior to Delivery by the Supplier in a secure location. Such costs in respect of storage and protection shall be included within the Price and the Supplier shall ensure that such Goods are kept apart from all other goods and that they are properly packaged, protected (so as to ensure that such Goods remain compliant with the terms of clause 3.1) and readily identified as being for Delivery to the Company, together with a reference to the order number of this Purchase Order, the Delivery Address or such other pre-agreed destination, and any other relevant reference and as a precondition to any payment in respect thereof provide a vesting certificate in a form acceptable to the Company.

6.2 In respect of the arrangements under clause 6.1, the Supplier shall:

- (a) notify the Company immediately if the Supplier becomes subject to any of the events listed in clause 14.2(b)(i) to (iii), and grant the Company a right of access and to reclaim any Goods;
- (b) give the Company such information relating to the Goods as the Company may require from time to time; and
- (c) allow the Company to have regular access to the Goods being stored, subject to the provision of reasonable notice in advance, for the purposes of inspection, stock-take and re-stocking.

6.3 All Goods must be properly packaged to withstand Delivery without sustaining any damage, corrosion or contamination. All Goods shall be clearly and legibly labelled and addressed. All statutory requirements applying to labelling and disclosure of information must be met without exception. For the avoidance of doubt, any

costs and charges for packing to cases, containers, skids, cable drums pallets, cylinders and the shall be included within the Price and the Company shall be entitled either to retain as the Company's property any such packing or packaging materials the cost of which has been debited to the Company or return the same and the Supplier shall furnish the Company with a credit note in respect thereof, failing which the amount shall be deducted from the invoice.

6.4 The Supplier shall be liable to pay and indemnify the Company against any customs, fines, duties or imposts incurred as a result of the Supplier's failure to ensure that the foregoing provisions of this clause are fully complied with.

6.5 The Supplier retains the risk that Goods which are the subject matter of this clause may become obsolete if not required and used by the Company.

## 7. DELIVERY AND TRANSPORT OF GOODS

7.1 Without prejudice to the obligations on packaging set out in clause 6, the Supplier shall ensure, in respect of Goods, that Delivery:

- (a) is in full compliance with these Conditions, the Applicable Law and in accordance with the requirements of the Contract;
- (b) is accompanied by a delivery note which shows the date of the Purchase Order, the order number of the Purchase Order, the quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- (c) takes place on the Delivery Date at the Delivery Address or such other pre-agreed destination and, unless otherwise instructed by the Company, during Business Hours.

7.2 The Supplier confirms that time is of the essence under this Contract unless otherwise agreed. Upon Delivery, the Goods and must be signed for only by an authorised representative of the Company and unless a signature is obtained it shall be deemed that the responsibility for the Goods remains with the Supplier. The purpose of the signature is to confirm Delivery only and does not constitute confirmation that the Goods conforms with the requirements of the Contract. Accordingly, such signature or other acceptance shall not relieve the Supplier of any of its obligations under the Contract for the Goods.

7.3 If the Supplier:

- (a) delivers less than 95% of the quantity of Goods ordered, the Company may reject the Goods; or
- (b) delivers more than 105% of the quantity of Goods ordered, the Company may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense.

If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, a

pro rata adjustment shall be made to the invoice for the Goods.

7.4 The Supplier shall not make Delivery of Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods are to be Delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to fulfil any one instalment on time or at all, or any defect in an instalment shall entitle the Company to the remedies set out in clause 8.

7.5 The Supplier is obliged to notify the Company in writing if it knows or ought to know, or has or ought to have a reasonable belief, that it will be delayed for any reason and failure to so notify shall constitute a material breach of the Contract. Without prejudice to the terms of the foregoing, where the Supplier indicates by its actions, inactions or otherwise that it is unable to comply with the Delivery Schedule and/or is unable to effect Delivery of all Goods, the Company, at its absolute discretion, has the right to obtain the Goods from other sources if necessary and practicable and the Company shall have no liability for payment or otherwise in respect of the Goods ordered but not Delivered. Other than in the case of events of a Force Majeure Event, any additional costs thereby incurred by the Company, including but not restricted to the difference in price paid for Goods which should have been delivered under this Contract and Goods obtained from an alternative source, shall be recoverable from the Supplier. This clause shall have the effect of reducing the quantity of Goods to be supplied by the Supplier under this Contract by the quantity of goods obtained from the alternative source. The Supplier shall have no rights to revise its prices as a result of the Company exercising its discretion under this clause, and the Supplier is not relieved of compliance with this Contract in all respects in connection with Goods supplied prior to the exercise by the Company of its discretion under this clause, and with Goods which still remain to be supplied thereafter. Nothing in this clause shall release the Supplier from any liability for damage or loss caused to the Company as a result of the Supplier's inability to deliver the Goods in accordance with the Contract.

7.6 Where under or in connection with this Contract, the Supplier is responsible for the international carriage of the Goods, the most recently published set of Incoterms on the basis of a "**delivered duty paid**" (or "**DDP**") version of that agreement shall apply. Notwithstanding this, the Supplier shall be obliged to inform the Company as soon as possible if it is unable to comply with/facilitate DDP. If it transpires that the Company, whether by agreement with the Supplier or by necessity due to Supplier's inability/failure to facilitate DDP, is to pay the Import Taxes to import the Goods, the following shall apply:

- (a) subject to the prior consent of the Company, the most recently published set of Incoterms on the basis a "**delivered at place**" (or "**DAP**") version of that agreement shall apply;
- (b) the Supplier shall execute the form of vesting certificate provided by the Company in respect of the Goods. For the avoidance of doubt, title in the Goods only will pass to the Company and not risk;
- (c) on execution of the vesting certificate, the

Company will commence the process of arranging payment of the Import Taxes;

- (d) if a vesting certificate is not executed, title in the Goods (but not risk) will, in any event, pass to the Company and or be deemed to be passed to the Company prior to payment of any Import Taxes;
- (e) upon clearance of the Goods from the port of delivery, the Supplier shall transport the Goods (at no additional cost) to the Delivery Address or such other pre-agreed destination in the same manner as if the Supplier was delivering DDP;
- (f) any non-recoverable Import Taxes incurred by the Company arising out of or in connection with the failure by the Supplier to deliver on the basis of DDP shall be owed by the Supplier to the Company and may be deducted from sums otherwise owed to the Supplier; and
- (g) the Supplier shall be liable to the Company if DAP disrupts and/or delays the Company in the execution of its works.

7.7 If the Company and the Supplier agree to use an Incoterm other than DDP or DAP, such term shall be in accordance with the most recently published set of Incoterms and recorded by way of an instruction from the Company.

7.8 Where Goods are to be carried by sea the Supplier shall promptly tender to the Company as the Goods are loaded on board a clean shipped bill of lading, the insurance policy and (where applicable) an invoice in respect of the Goods.

7.9 In addition, the Supplier shall:

- (a) transport the Goods (or shall cause the Goods to be transported) to the Company (or as it shall direct) to the Delivery Address or such other pre-agreed destination on the Delivery Date;
- (b) procure any necessary contract of carriage and insure the Goods for the duration of such carriage of the Goods for the benefit of the Company (or as it shall direct) in each case at the best rates reasonably obtainable (and for at least the value of the Goods) and otherwise on terms approved in writing by the Company;
- (c) observe perform and comply with the Company's directions (if any) as to the handling, storage and transportation of the Goods;
- (d) ensure that any vessel, vehicle or aircraft to be used in the carriage of the Goods is in good condition and is suitable in all respects for the carriage of the Goods on or before the Delivery Date;
- (e) ensure that all documents required by the Company are obtained by the Supplier and delivered to the Company in the correct form, on time and complete in all respects;
- (f) if so required by the Company to collect from the person firm or company to whom or for whose account the Goods are to be delivered any duties,

taxes, charges or other expenses for which they are liable and to pay, apply or account to the Company for all such monies as the Company shall direct;

- (g) disclose to the Company on demand full details of any brokerage fee, commission, allowance or other remuneration arising from the performance of its obligations under the Contract to which it may be or become entitled; and
- (h) pay at its own expense any import duty, levy, tax or charge sought by any authority demanding the same (including where these have changed during the course of performance of this Contract).

7.10 In the event of conflict between clauses 7.6 – 7.9 and any provision of the relevant Incoterms, Incoterms shall prevail.

## 8. COMPANY REMEDIES

8.1 If the Goods and/or Services are not Delivered by the Delivery Date, or do not comply with the undertakings set out in clause 3, then, without limiting any of its other rights or remedies under these Conditions, and whether or not it has accepted the Goods and/or Services, the Company may exercise any one or more of the following rights and remedies:

- (a) to terminate the Contract;
- (b) to reject the Goods and/or performance of the Services (in whole or in part) and return the Goods to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods or to re-perform the Services, or to provide a full refund of the price of the rejected Goods and/or Services (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
- (e) without prejudice to the terms of clause 7.5, to recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or Services from a third party; and
- (f) to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

## 9. PASSING OF TITLE AND RISK

9.1 Title to the Goods shall pass to the Company on the earlier of the Delivery Date or the date of payment in accordance with this Contract. Risk to the Goods shall not pass until the Delivery Date.

9.2 Any goods supplied in excess of the quantity on the Purchase Order shall be at the sole risk of the Supplier and the Company shall not be responsible for any loss or damage thereto or for payment of any such excess quantity. Acceptance of risk in the Goods shall not relieve the Supplier of its other obligations under this Contract (in

particular, without limitation, with respect to the provisions of clause 3.1).

## 10. WARRANTIES & LIABILITY

10.1 Where the Supplier benefits from any warranties in relation to the Goods which it receives from a manufacturer of the Goods or otherwise, it shall pass on the benefit of such warranties to the Company, it being for the Company to ensure it complies with the terms (including manufacturer's instructions as to use of the Goods) applicable to those warranties as promptly communicated in writing by the Supplier to the Company.

10.2 The Supplier shall be liable for and indemnify the Company against all liabilities, costs, expenses, damages, losses, claims, royalties, and proceedings (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) arising as a result of or in connection with:

- (a) any loss/damage to property real or personal or the death or injury to any person whomsoever arising out of this Contract (whether under any statute, at common law or otherwise) except such as may arise through the wrongful act, gross neglect or omission of the Company;
- (b) any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights (including, but not limited to, patents, copyrights, design rights, trade marks) arising out of or in connection with the manufacture, supply, importation, use or resale of the Goods and/or performance of the Services;
- (c) any breach of any warranty given by the Supplier in relation to the Goods and/or Services or breach of the Contract or any negligence in respect thereto;
- (d) any claim by employers, clients or customers of the Company and their sub-buyers arising out of any breach, non-performance or non-observance whatsoever by the Supplier of its obligations under the Contract;
- (e) any act or omission of the Supplier or its employees, agents, or sub-contractors in supplying, delivering and installing the Goods and/or Services;
- (f) any injury, death, loss, damage, pollution or contamination caused or contributed to by the Supplier.

10.3 The Supplier shall be fully responsible for and shall indemnify the Company against any non-compliance of the Supplier with or failure by the Supplier to observe any tax regulations arising from this Contract.

10.4 Nothing in these Conditions shall limit the Supplier's liability for death or personal injury caused by the Supplier's negligence, fraud, fraudulent misrepresentation or any other matter for which liability may not be limited

	under Applicable Law.		
10.5	The Company may not commence any legal action against the Supplier under this Purchase Order after twelve (12) years from the Delivery Date.	(iii)	employers liability insurance to cover the liabilities that may arise under or in connection with the Contract with a limit of indemnity of not less than €13 million;
10.6	Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from any cause which, at the time of each party's performance of the obligations under this Contract, is beyond its reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond reasonable control (" <b>Force Majeure Events</b> "):	(iv)	public liability insurance to cover the liabilities that may arise under or in connection with the Contract with a limit of indemnity of not less than €6.5 million; and
	(a) Act of God, explosion, flood, tempest, fire or accident;	(v)	where the Supplier undertakes the supply of the Goods in accordance with DDP, appropriate insurance to cover the value of the Goods,
	(b) war or threat of war, sabotage, insurrection, civil disturbance or requisition or malicious damage;		for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance, other than professional indemnity insurance and products liability insurance which shall be in the aggregate. The Supplier shall produce, on the Company's request, both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
	(c) restrictions, prohibitions or any similar measures on the part of any governmental, parliamentary or local authority;		
	(d) import or export regulations or embargoes;		
	(e) strikes, lock-outs or other industrial actions or trade disputes of a third party;	11.2	If the Supplier fails to do so, the Company shall be entitled at any stage to take out alternative insurance provisions and the cost of such insurance provisions shall be for the Supplier's account either by way of set off against any invoice or otherwise shall be deemed payable as a debt due to the Company by the Supplier.
	(f) total failure of a utility service or transport or telecommunications network;		
	(g) epidemic or pandemic; and	12.	<b>INTELLECTUAL PROPERTY</b>
	the time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.	12.1	All Company IPR shall remain the exclusive ownership of the Company and may be used by the Supplier only for the purpose of fulfilling its obligations under the Contract.
11.	<b>INSURANCE</b>	12.2	The Supplier grants the Company a non-exclusive, fully paid-up, royalty-free, unlimited, perpetual, irrevocable and transferable licence to use the Supplier IPR for all purposes relating to or connected to the Contract and any project associated with it. Such licence shall carry the right to grant sub-licences and be freely transferrable to third parties.
11.1	During the term of the Contract and for a period of:		
	(a) 6 years thereafter in respect of product liability, public liability and employer liability insurances; and	12.3	To the extent that ownership of any intellectual property rights in or to the Goods and any drawings, calculations or documents contained within them is vested in any person other than the Supplier, the Supplier will procure that the Company has the full benefit of a licence in the terms otherwise required by clause 12.2.
	(b) 12 years thereafter in respect of professional indemnity insurance,		
	the Supplier shall (and warrants that it shall) maintain in force, with a reputable insurance company:	13.	<b>CONFIDENTIALITY</b>
	(i) where the Supplier undertakes design work in respect of the Goods and/or Services, professional indemnity insurance to cover the liabilities that may arise under or in connection with the Contract with a limit of indemnity of not less than €2.5 million in the aggregate;	13.1	The Supplier shall, at any time during the Contract and for a period of two years after expiry of the Contract, keep confidential all information belonging to or held by the Company which may come into the Supplier's possession in consequence of this Contract, including but not limited to, as it concerns the business, assets, affairs, customers, clients or suppliers of the Company (such information the " <b>Confidential Information</b> ") and shall not without the prior consent of the Company divulge any of the Confidential Information to a third party or use the confidential information for any purpose, other than as permitted by clause 13.2.
	(ii) product liability insurance to cover the liabilities that may arise under or in connection with the Contract with a limit of indemnity of not less than €2.5 million in the aggregate;		

13.2	The Supplier may disclose the Company's Confidential Information:	of its business;
(a)	where necessary for its employees, officers, representatives, contractors, subcontractors who need to know such information for the purposes of carrying out the Supplier's obligations under the Contract;	(c) the Company reasonably apprehends that any of the events mentioned in clause 14.2(b) above is about to occur in relation to the Supplier and notifies the Supplier accordingly;
(b)	as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.	(d) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
13.3	The Supplier shall ensure that any person under clause 13.2(a) is bound by a confidentiality provision in similar terms to this clause in relation to Confidential Information belonging to, or held by, the Company.	(e) anything analogous to any of the events mentioned in clause 14 occurs in any applicable jurisdiction;
14.	<b>TERMINATION</b>	14.3 In the event of such termination the Company shall be entitled to recover from the Supplier the amount of any resultant loss, damage or expense incurred by the Company which the Company would not have incurred had this Contract been duly performed in full.
14.1	Without prejudice to any other right to terminate this Contract which the Company may possess, the Company may, at its sole discretion terminate this Contract in whole or in part by giving written notice of termination to the Supplier. If the Company exercises this right of termination it shall pay (subject to the right of set-off in clause 4.5) the Supplier the balance due (if any) for all Goods and/or Services properly Delivered performed in accordance with the Contract but shall have no other liability of whatsoever nature to the Supplier under or in connection with this Contract.	14.4 In respect of any of the events mentioned in clause 14, the Company shall at its sole discretion give such receiver, liquidator, examiner or other person the option of carrying out the supply of the Goods and/or provision of the Services subject to his/her providing a guarantee, to the satisfaction of the Company, for its due performance.
14.2	Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier (or to the receiver or liquidator or examiner or to any person in whom the contract may become vested) if:	15. <b>DISPUTE RESOLUTION</b>
(a)	the Supplier is in breach of any of the terms of this Contract;	15.1 Any dispute arising out of or in connection with these Conditions or a Contract including, without limitation, the existence or formation of a Contract (a " <b>Dispute</b> ") shall be referred at first instance to senior representatives of each of the parties who shall endeavour in good faith to resolve the Dispute.
(b)	the Supplier:	15.2 In the event that a Dispute cannot be resolved by such senior representatives within fourteen (14) days of referral of the Dispute to them, then the Company shall be entitled to refer the Dispute to mediation in accordance with the Centre for Effective Dispute Resolution (" <b>CEDR</b> ") procedures then in force. The mediation process will be commenced by service by one party on the other of a notice in writing that the issue is to be referred to mediation (the " <b>Mediation Notice</b> "), but in the event that the parties are unable to agree on a choice of mediator within seven (7) days of the date of service of the Mediation Notice, the parties shall accept a mediator nominated by CEDR. Each party shall bear its own costs in respect of the mediation.
(i)	makes any voluntary arrangement or composition with its creditors or becomes subject to administration or is in examination or (being an individual or firm) becomes bankrupt or (being a body corporate) goes into liquidation or commences to be wound up (including without limitation having a notice given or a petition presented for the winding up of such corporate), in each case otherwise than for the purposes of amalgamation or reconstruction, or becomes bankrupt or insolvent pursuant to generally accepted accounting practice; and / or	15.3 In the event that a Dispute remains unresolved sixty (60) days after the date of service of the Mediation Notice, the Company may refer such Dispute to arbitration in accordance with the UNCITRAL Rules, as adopted by the Arbitration Act 2010, which Rules are deemed to be incorporated by reference into this clause 15.3, and the place of such arbitration shall be Ireland.
(ii)	takes any step or action to appoint a receiver, administrator, administrative receiver, examiner, trustee, or similar officer in respect of the Supplier or any of the property or assets of the Supplier or any such receiver, administrator, administrative receiver, examiner, trustee, or similar officer is appointed; and/or	15.4 If any Dispute referred to arbitration under clause 15.3 raises issues which are substantially the same as and/or connected with issues raised in a dispute or difference between the Company and any third party in relation to the Contract, whether or not such related dispute has already been referred for determination to an arbitrator, the Company may elect, at its discretion, to refer the Dispute under the Contract to such arbitrator, who shall have power to make such directions and all necessary awards as
(iii)	suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part	

if the procedure set out in the Rules of the Superior Courts (as amended) as to the joining of one or more co-defendants or third parties was available to all the parties and to such arbitrator.

15.5 Nothing in these Conditions shall prevent either party from seeking injunctive or other relief in a court of law to protect or enforce its legal rights.

## 16. DATA PROTECTION

16.1 Each party shall comply with all obligations applicable to it under the applicable national data protection law relating to the protection of personal data and the Regulation (EU) 2016/679 ("General Data Protection Regulation" "GDPR") within the EU. Notwithstanding the terms of clause 19.5, the parties agree that the terms of this clause 16 may be amended, updated, varied or replaced from time to time at the Company's sole discretion.

### Processing of Company Personal Data

16.2 The processor shall:

- (a) comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and
- (b) not Process Company Personal Data other than on the relevant Company's documented instructions.

### Processor Personnel

16.3 Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Contract, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### Security

16.4 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

16.5 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

### Subprocessing

16.6 Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorised by the Company.

## Data Subject Rights

16.7 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

16.8 Processor shall:

- (a) promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and
- (b) ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

## Personal Data Breach

16.9 Processor shall notify Company without undue delay and within 72 hours upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

16.10 Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## Data Protection Impact Assessment and Prior Consultation

16.11 Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

## Deletion or return of Company Personal Data

16.12 Subject to this clause 16.12 Processor shall promptly and in any event within 10 Business Days of the date of cessation of any Services involving the Processing of Company Personal Data, delete and procure the deletion of all copies of those Company Personal Data.

## Audit rights

16.13 Subject to this clause 16.13, Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Contract, and shall allow for and contribute to audits, including inspections, by the

Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

- 16.14 Information and audit rights of the Company only arise under clause 16.13 to the extent that the Contract does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

#### Data Transfer

- 16.15 The Processor may not transfer or authorize the transfer of data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Company. If personal data processed under this Contract is transferred from a country within the European Economic Area to a country outside the European Economic Area, the parties shall ensure that the personal data are adequately protected. To achieve this, the parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

### 17. INFORMATION SECURITY

- 17.1 The Supplier shall maintain appropriate security measures in accordance with Applicable Law and commercially reasonable industry standards and practices designed to protect all data and information in systems operated by or on behalf of the Supplier from theft, corruption, disruption or unauthorised access, use, alteration or disclosure.
- 17.2 In the event of any material breach of any of the security measures that the Supplier has or ought to have in place under clause 17.1 which has or is likely to have an impact on the Company, the Supplier shall:
- (a) notify the Company promptly after becoming aware thereof;
  - (b) take all reasonable steps to mitigate any impact on the Company; and
  - (c) perform an investigation into the breach and take appropriate remedial measures.

### 18. COMPLIANCE WITH LAWS AND POLICIES

- 18.1 The Supplier (including its subsidiaries and affiliates and any directors, officers and employees of each such entity) shall comply with, and will continue to comply, with all Applicable Laws, including, without limitation, all applicable anti-bribery and corruption laws ("**Anti-Bribery Laws**") in connection with the Contract.
- 18.2 In performing its obligations under this Contract, the Supplier will, without prejudice to clause 18.1, comply with the Irish Criminal Justice (Corruption Offences) Act 2018, the UK Bribery Act of 2010 and the U.S. Foreign Corrupt Practices Act of 1977 which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Furthermore, the Supplier will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies,

public international organisations, and political parties.

- 18.3 Without prejudice to clauses 18.1 and 18.2, the Supplier shall not offer or give, or agree to give, to any director, employee or representative of the Company any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Company or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

- 18.4 The Supplier shall maintain accurate and complete books, records and accounts (including, but not limited to, receipts, invoices, requests for reimbursement with supporting receipts and substantiation, original entry records, and records of all payments made to or benefits conferred on third parties by the Supplier) in connection with the Contract. If the Company has reason to believe that a breach of any of the representations and warranties in this clause 18.4 has occurred or may occur, the Company may, without prejudice to clause 18.10, audit the Supplier's books and records pertaining to the performance of the Contract and the Supplier agrees to cooperate fully with any such audit, and the Company may withhold further payments under the Contract until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur.

- 18.5 In the event of a breach of clauses 18.1, 18.2, 18.3 or 18.4, to the extent permitted by the Applicable Laws, any claims for payment by the Supplier with regard to any transaction for which a breach of the representations has occurred, including claims for goods or services previously provided and/or rendered, will be void and all payments previously paid will be refunded by the Supplier to the Company.

- 18.6 The Supplier shall (and will ensure that its suppliers, its sub-contractors and other participants in its supply chains will) conduct its business and perform its obligations under the Contract to ensure compliance with all applicable anti-human trafficking, forced labour, and modern slavery laws and rules including the Irish Criminal Law (Human Trafficking) Act 2008 (as amended) and the UK Modern Slavery Act 2015 ("**Anti-Modern Slavery Laws**"). Modern Slavery includes slavery, servitude and forced or compulsory labour, and human trafficking. The Supplier shall not engage in any acts which would be considered to constitute Modern Slavery and will take reasonable steps to ensure that there is no Modern Slavery in its supply chain.

- 18.7 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains to ensure that there is no Modern Slavery in its supply chains.

- 18.8 The Supplier shall accept and comply with all site and contractor environmental, physical and other conditions and requirements and accept all such conditions and requirements at its own risk. The Supplier shall accept the responsibility for the safe storage and disposal of waste (generated by the Supplier) and in doing comply with all relevant legislation and regulations.

18.9	The Supplier confirms and agrees that:		Supplier or shall be recoverable by the Company as a debt.
(a)	it shall abide by and shall not breach the Mandatory Policies.	19.4	The Contract, including any documents expressly incorporated or referred to in the Contract or on the face of the Purchase Order, constitutes the entire agreement between the Company and the Supplier and supersedes all prior negotiations, discussions, correspondence, agreements or arrangements whether written or oral. The Supplier acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Supplier agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Any conditions, exclusions or limitations of liability sought to be imposed by warranties, guarantees, delivery notes or any other document provided by the Supplier shall be deemed to be excluded and inapplicable.
(b)	the Supplier hereby confirms that it is on notice of the Mandatory Policies and hereby waives any defence it may have for a breach of this clause by virtue of the fact that it may not have been provided with a copy of the Mandatory Policies. Without prejudice thereto, if, for any reason, the Supplier is unable to access the Mandatory Policies, it shall promptly notify the Company, in writing, and the Company will provide alternative access.		
(c)	the Company may update the Mandatory Policies from time to time and the Supplier shall comply with any updated Mandatory Policy.		
(d)	In the event of any conflict or apparent conflict between the Mandatory Policies and these Conditions, these Conditions shall, without prejudice to clause 2.2, prevail.	19.5	Except as set out in these Conditions or authorised by the issue of a subsequent Purchase Order, no variation of the Contract, including the introduction of any additional terms and conditions or amendment to the Conditions, shall be effective unless it is agreed in writing and signed by the Company.
18.10	The Company shall be entitled to audit the Supplier, which shall include a right to visit the Supplier's premises, to prove and ensure that the Supplier is full compliance with the Contract and Applicable Law (in particular, without limitation, to ensure compliance with this clause, employment law and health and safety law) at its discretion, upon the provision of reasonable notice. The Supplier shall co-operate, comply with and provide reasonable assistance in respect of such audits and agrees to produce copies of any document, record (including, without limitation, electronic documents and records) or information deemed necessary to prove that the Supplier is providing the Goods and/or Services in accordance with the Contract and Applicable Law.	19.6	A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy
18.11	A breach by a Supplier of this clause 18 shall constitute a breach of this Contract.	19.7	If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 19.7, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
19.	<b>GENERAL</b>		
19.1	The Supplier shall not assign, transfer, novate, mortgage, charge, delegate, declare a trust over or deal in any other manner in respect of the whole or any part of the benefit or burden of this Contract or any or all of its rights or obligations under the Contract without the prior written consent of the Company. For the avoidance of doubt, the Supplier shall have no right to assign any debt or chose in action.	19.8	Any notice required to be given to the Company under these Conditions shall be made in writing by email to the person nominated as the 'Buyer' in the Purchase Order (to the 'Buyer Email' stated therein) and shall quote the Purchase Order reference number stated in the Purchase Order.
19.2	The Company may at any time assign, transfer, novate, mortgage, charge, delegate, declare a trust over or deal in any other manner in respect of the whole or any part of the benefit and/or the burden of this Contract without the consent of the Supplier and without providing notice to the Supplier.	19.9	The Contract shall be governed by and construed in accordance the laws of Ireland and, subject to clause 15, the Supplier agrees to submit to the non-exclusive jurisdiction of the Courts of Ireland for the resolution of disputes under or in relation to the Contract.
19.3	If the Supplier's employment under this Contract is determined for any reason, the Supplier shall if requested to do so forthwith and at no cost assign to the Company the benefit of any agreements for the supply of materials or goods for the purposes of this Contract and the Company may pay any supplier or sub-contractor of the Supplier under such agreements for any materials or goods delivered for the purposes of this Contract after such assignment. Payments made under this clause may be deducted from any sum due or to become due to the	19.10	Nothing in these Conditions shall create, or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the parties. No party shall have authority or power (and shall not represent themselves as having such authority or power) to contract in the name of the other party or to undertake any liabilities or obligation on behalf of or to pledge the credit of the other party save insofar as expressly provided in these Conditions.