

Movement by Perfection



The Royal League in ventilation, control and drive technology

General Terms and Conditions of Purchase

February 2022



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General Terms and Conditions of Purchase of ZIEHL- ABEGG Ireland Ltd.

I. Definitions and Interpretation

1. Definitions:

“Confidential Information” means all information disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Contract) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information;

“Contract” means the contract between the Purchaser and the Supplier for the sale and purchase of Goods and/or Services in accordance with these General Terms and Conditions.

“Applicable Data Protection Law” shall mean (a) the Data Protection Act 1998; or (b) from 25 May 2018, the General Data Protection Regulation ((EU) 2016/679);

“Goods” means such goods (or any part of them) to be supplied by the Supplier to the Purchaser as may be set out in an Order.

“Intellectual Property Rights” means all present and future copyright and related rights, patents, trade marks, trade names and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“Order” means the Purchaser’s order for Goods and/or Services from the Supplier as set out in the Purchaser’s purchase order form, the Purchaser’s written acceptance of the Supplier’s quotation, or overleaf, as the case may be.

“Policies” means the Purchaser’s business policies (including those relating to data protection and privacy, corporate and social responsibility, anti-bribery, environmental protection and expenses) as may be notified to the Supplier by the Purchaser and as may be amended by the Purchaser from time to time.

“Purchaser” means Ziehl-Abegg Ireland Limited registered in Ireland with company number 705633.

“Services” means such services to be provided by the Supplier to the Purchaser as may be set out in an Order.

“Supplier” means the person or firm from whom the Purchaser purchases the Goods and/or Services.

2. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
3. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
4. A reference to writing or written includes faxes and emails.

II. Application of the General Terms and Conditions of Purchase

1. Only these Terms and Conditions of Purchase shall apply to the Purchaser’s purchase of Goods and/or Services. These Terms and Conditions of Purchase apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier.
2. The Order constitutes an offer by the Purchaser to purchase the Goods and/or Services in accordance with these Terms and Conditions of Purchase.
3. The Terms and Conditions of Purchase shall apply exclusively to business-to-business contracts and shall not apply to business-to-consumer contracts.

III. Orders

1. During the term of this Contract the Supplier shall supply and the Purchaser shall purchase such Goods and/or Services as the Purchaser may order under this clause III in accordance with these Terms and Conditions of Purchase.

2. Orders shall only be valid where placed in writing, by fax or by e-mail. Every Order placed must be confirmed by means of an Order confirmation issued by the Supplier except where there is an explicit agreement regarding waiver of the requirement for the confirmation of Orders. Where the Purchaser does not receive the Order confirmation within fourteen days from the date of ordering, the Purchaser shall reserve the right to cancel the Order without any obligation to the Supplier.
3. All quotations submitted by the Supplier as well as all associated activities shall be free of charge for the Purchaser.
4. The Supplier shall be obliged to maintain confidentiality in accordance with clause XV of this Contract.
5. The Purchaser may request changes to the Order following acceptance of the Order if the change can be reasonably made by the Supplier. In the event of such amendment or a cancellation the Purchaser's liability shall be limited to the payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up to the date of the notice of amendment or cancellation.

IV. Supply of Goods

Prices

1. The agreed prices are fixed prices and shall exclude any additional costs. Where prices are not specified in the purchase order they shall be set out in the Order confirmation and shall be binding. The Contract shall not commence until the Purchaser has given its written consent to the prices.
2. The price of the Goods shall include the costs of packaging and transport to the delivery address specified by the Purchaser as well as costs incurred for customs and clearing formalities. Delivery shall be effected "Delivered Duty Paid" (DDP) in accordance with Incoterms®2010.

Quality

3. The Goods supplied to the Purchaser by the Supplier under the Contract shall:
 - (a) conform to any agreed specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser;
 - (c) be free from defects in design, material and workmanship; and
 - (d) comply with all applicable statutory and regulatory requirements.

Shipping

4. The Purchaser's Order number shall be stated on all shipment notices, bills of lading, invoices and all correspondence with the Purchaser. The Purchaser shall only process invoices which specify the Purchaser's Order number and all other required information as detailed in this Contract. The Supplier shall be responsible for any failure to comply with this clause IV (4).

Delivery

5. The Supplier shall deliver the Goods specified in each Order to the delivery location and by the delivery date specified in the Order.
6. The Purchaser shall only be obliged to take delivery of the quantities or piece numbers ordered by the Purchaser for that specific delivery. Deliveries which exceed or fall short of the specified quantity shall only be permitted where previously agreed with the Purchaser.

Risk and Title

7. Shipment shall take place at the Supplier's risk. The risk of any deterioration, including accidental perishing, remains with the Supplier until delivery to the delivery location specified by the Purchaser.
8. Title to the Goods delivered to the Purchaser shall pass to the Purchaser on delivery.

Manufacture and Packaging

9. Goods must be packaged in such a manner as to avoid any damage in transit. Packaging materials shall only be used to the extent necessary to avoid any damage in transit. The Supplier shall use all reasonable endeavours to use environmentally sustainable packaging and filling materials which can be recycled. If the Supplier charges separately for packaging, the Purchaser shall be entitled to return such packaging to the Supplier at the Supplier's expense and the Supplier shall, unless agreed otherwise by the parties, reimburse the Purchaser for such packaging.
10. The Supplier shall manufacture, pack and supply the Goods in accordance with all generally accepted applicable industry standards. Each delivery of Goods shall be accompanied by a delivery note from the Supplier which shall contain the following data: the total of the delivery quantity and all data indicated in the order, especially the Order number, item and the correct unloading point. The Goods must be labelled as follows: total shipment of all packing units per delivery note; the individual packing unit (e.g. pallet, skeleton box, container, large box, etc.) by VDA label; the part/partial quality therein (bag, roll, packet, etc.) labelled with quantity and drawing number according to the technical specification.



11. Where Goods are transported beyond international borders, the Supplier shall be obliged to provide at delivery the customs invoice necessary for customs clearance. The invoice shall be issued in English or the language of the destination country and must include the following data: name and telephone numbers of the Purchaser's and the Supplier's representatives who are familiar with the transaction; the Purchaser's Order number, the Purchaser's invoice items, release code number (with skeleton agreements), individual component numbers and detailed description of the Goods; purchase price per item stated in the currency applicable to the transaction; quantity; Incoterms®2010 and designated location, in addition to the country of origin and customs tariff number of the Goods. Moreover, all Goods and/or Services provided for production of the Goods which are not included in the purchase price, must be identified separately on the invoice (e.g. consigned materials, tools, etc.) Every invoice must also include the relevant Order number and list all discounts or reductions offered on the basic price which were taken into consideration when determining the invoice value.
12. Where agreements exist between the destination country to which the Goods are to be delivered and the country in which the Supplier is based in respect of preferential treatment in terms of commerce or customs duties, the Supplier shall cooperate with the Purchaser in examining the eligibility of Goods for special benefits and to supply the Purchaser with the necessary documentation to allow the Goods to enter the destination country duty-free or subject to preferential treatment. Likewise, where there exists a trade agreement or preferential customs treatment programme which is applicable to the scope of the Order and this is deemed by the Purchaser to be of benefit, the Supplier shall be obliged to support the Purchaser in its efforts to realise such benefits, including the value of any countertrades ensuing from the Order or set-off, and the Supplier shall acknowledge that such benefits and preferential treatment shall solely accrue to the Purchaser. The Supplier shall be obliged to indemnify the Purchaser for any costs, fines, contractual penalties or charges resulting from the Supplier's inaccurate documentation or failure to cooperate in a timely manner. The Supplier shall be obliged to notify the Purchaser of any errors in the documentation immediately upon becoming aware of such errors.
13. The Supplier shall obtain and maintain in force for the term of the Contract all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Goods in accordance with the Contract.
14. Where the ICS ("Import Control System") customs procedure is of relevance, this shall be observed by the Supplier, who shall promptly make available to the customs authorities the data in the required form required for customs clearance.

International Trade Controls

15. All deliveries of Goods shall meet the requirements of the applicable export control laws and the Supplier agrees to meet the requirements of the applicable export control laws even after cancellation of an Order.

V. Export Control, Supplier Declarations, Certificates of Origin

1. The Supplier shall inform the Purchaser of any approval obligations for (re-)exports of its Goods in accordance with applicable export and customs regulations including those of the country of origin of the Goods. The Supplier shall provide the following information in its quotations, Order confirmations and invoices for the Goods concerned:
 - (a) the export list number according to the relevant export list;
 - (b) the trade-political origin of the Goods and the components of the Goods, including technology and software;
 - (c) whether the Goods were transported through the USA, manufactured or stored in the USA or manufactured with the aid of US-American technology;
 - (d) the statistical Goods number (HS-code) of the Goods; and
 - (e) the Supplier contact details for clarification of any inquiries by the Purchaser.
2. Upon the Purchaser's request, the Supplier shall notify the Purchaser in writing of all other foreign trade data of the Goods and their components and shall inform the Purchaser immediately in writing (before delivery of the relevant Goods) about changes to such data.
3. In relation to any export licence held by the Supplier, the Supplier shall provide a copy of such licence the Purchaser, showing all relevant information relating to the delivery, including any compliance obligations the Purchaser has to comply with.
4. Supplier Declarations, Preference
 - (a) The Supplier shall submit long-term delivery declarations for the Goods in accordance with applicable rules and regulations in relation to the international trade of goods. The Supplier shall also, at the Purchaser's request, provide certificates of origin as well as any further documents/data as required by applicable foreign trade specifications.
 - (b) If the long-term delivery declarations turn out to be insufficiently informative or incorrect the Supplier shall, at the Purchaser's request, provide the Purchaser with error-free, complete and customer-confirmed information sheets about the origin of the Goods.

5. The Supplier shall indemnify the Purchaser or the Purchaser's customers from and against any charges levied by a customs authority, or other financial losses suffered due to inaccurate declarations of origin of the Goods by the Supplier.
6. Supplier shall be responsible for obtaining, at the Suppliers' cost, all necessary governmental export licences, authorisations, approvals and clearances, required for the delivery of the Goods to ensure the Goods can be delivered on time for use by the Purchaser in accordance with the Order.
 - ii. 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;
 - iii. ensure that the Services conform in all respects and at all times with any specification or description for the Services agreed by the parties and comply with all applicable legislation;
 - iv. ensure that the deliverables are of satisfactory quality; and

VI. Services

- (a) The Supplier shall provide and the Purchaser shall receive the Services on the terms set out in this Contract.
- (b) The Supplier shall:
 - i. co-operate with the Purchaser in all matters relating to the Services;
 - ii. observe all health and safety rules and regulations and any other security requirements that apply at any of the Purchaser's premises. The Purchaser reserves the right to refuse the Supplier access to the Purchaser's premises which is not necessary for the performance of the Services;
 - iii. notify the Purchaser as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and
 - iv. obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:
 1. the Services and their use by the Purchaser (including use of the Purchaser's equipment and software in conjunction with the Supplier's equipment and software); and
 2. use by the Supplier of the deliverables and all documents, information and materials provided by the Supplier or its agents, subcontractors, consultants or employees, including computer programs, data, reports and specifications.
- (c) The Supplier may not charge for the time it spends assessing or responding to a request from the Purchaser for a change to the Services except with the prior written agreement of the Purchaser.
- (b) The Supplier shall meet any agreed dates and times for the performance of the Services and unless agreed otherwise in writing, time shall be of the essence as to the performance of the Services.
- (c) If the Supplier fails to meet any performance dates specified in the Order the Purchaser may (without prejudice to any other rights it may have, including termination for material or repeated breach under clause XVII):
 - i. cancel the Order in whole or in part without any liability to the Supplier;
 - ii. refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - iii. purchase substitute services from elsewhere;
 - iv. hold the Supplier accountable for any loss and additional costs incurred; and
 - v. have all sums previously paid by the Purchaser to the Supplier under this Contract refunded by the Supplier less a reasonable charge for provision of the Services up to the date of the breach.
- (d) Intentionally left blank.
- (e) The provisions of this clause VII shall extend to any substituted or remedial services provided by the Supplier.

VIII. Invoicing and Payment

1. The Supplier shall send invoices in paperless form with the appropriate documents in pdf format after delivery of the Goods or completion of the Services to the following e-mail address: invoice@ziehl-abegg.co.ie. Alternatively, the invoices should be sent to the Purchaser in single copy on white paper in A4 format. All invoices shall be made out to: Ziehl-Abegg Ireland UK Ltd., with the business address as stated in the Purchase Order or such other address as the Purchaser may notify to the Supplier in writing from time to time.
2. Please ensure that the invoices contain all the information required for VAT purposes as well as the Purchaser's Order and Supplier number. Invoices not submitted in the correct form shall not be valid and shall only be deemed to have been received by the Purchaser once submitted correctly. In the event of early delivery, the Purchaser reserves the right in to make payment only on the agreed payment date.
3. The price of the Goods and charges for the Services are expressed exclusive of VAT. The Purchaser shall pay to the

VII. Performance of the Services

- (a) The Supplier shall:
 - i. perform the Services with reasonable skill and care and in accordance with generally recognised commercial practices and standards in the industry for similar services;



Supplier, in addition to the charges, the amount of VAT (if any) which is properly chargeable by the Supplier to the Purchaser on or in respect of the charges, on delivery of a VAT invoice.

4. Payment shall be made either within 14 calendar days with 3% discount or up to 60 days net, calculated from the time of delivery of the Goods or provision of the Service and receipt of a valid undisputed invoice. All payments shall be made by the Purchaser in pounds sterling by transfer to such bank account as the Supplier may from time to time notify in writing to the Purchaser.
5. Insofar as certificates of material tests or other documents are agreed to be part of the delivery of Goods or provision of the Services, these are an essential part of the deliverables and must be sent to the Purchaser together with the invoice at the latest.
6. Without prejudice to any other right or remedy it may have, the Purchaser reserves the right to set off any amount owing at any time to it by the Supplier against any amount payable by the Purchaser.

IX. Delivery Dates, Delay in Delivery, Force Majeure

1. The delivery date specified in the Order shall be binding.
2. The Supplier shall inform the Purchaser immediately in writing, should circumstances arise or become known to it which result in the Supplier not being able to meet the agreed delivery date. The Supplier shall state the expected duration of the delay.
3. In the event of delay in delivery of Goods or performance of the Services the Purchaser shall be entitled to compensation instead of performance following expiry of a reasonable period of time. The Purchaser shall also be entitled in the case of delay in delivery of the Goods or performance of the Services, to terminate this Contract at its discretion, with no further liability to the Supplier. Any additional costs incurred for express shipment required to comply with delivery dates shall be borne by the Supplier.
4. If the Goods are not delivered on the delivery date specified in the Order the Purchaser may claim or deduct 0.2% of the net total value of the Order for each working day's delay in delivery by way of liquidated damages, up to a maximum of 8% of the net total value of the Order.
5. Force majeure and industrial disputes shall release the Purchaser from its obligations under this Contract for the duration of the force majeure event. The Purchaser reserves the right to defer the date for delivery of the Goods,

provision of the Services or payment for the Goods and/or Services, or to terminate this Contract, if it is prevented from or delayed in carrying on its business or performing its obligations by a force majeure event. The Purchaser may terminate the Contract if the delay or non-performance continues to the extent that the Goods and/or Services are no longer usable due to the delay.

6. The Purchaser shall only accept partial delivery on prior written agreement. In case of agreed partial shipments, the remaining quantity must be listed and the delivery date for the remaining Goods specified.

X. Acceptance, Liability for Defects and Guarantee/Warranty

1. The Supplier guarantees that all deliveries of Goods and any performance of the Services shall conform to any applicable laws, rules and regulations of authorities, liability insurance associations and trade associations.
2. The Supplier shall, so far as is reasonably possible, use environmentally friendly products and procedures in its provision of the Goods and/or Services. The Supplier shall be liable for compliance of its materials, products and procedures (including in relation to waste disposal) with all applicable legislation concerning the protection of the environment.
3. No incoming inspection of the delivered Goods shall be performed by the Purchaser. The Supplier moreover agrees that the outgoing Goods inspection it is to carry out shall serve the same purpose as the incoming inspection that may be required by the Purchaser.
4. If any Goods delivered to the Purchaser do not comply with the terms of the Contract then, without limiting any other right or remedy that the Purchaser may have, the Purchaser may reject those Goods and:
 - (a) require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense within a reasonable time of being requested to do so; or
 - (b) require the Supplier to repay the price of the rejected Goods in full (whether or not the Purchaser has previously required the Supplier to repair or replace the rejected Goods); and
 - (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that do not conform with the terms of this Contract.



5. The Purchaser's rights and remedies under this clause X. are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this Contract by the Sale of Goods Act 1983.
6. The Supplier shall ensure that it maintains with a reputable insurance company, during the term of the Contract, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Purchaser's request, produce the insurance certificate in respect of such insurance.
7. Where the Goods are found to be faulty, the Purchaser shall be entitled at its discretion to request the repair of the faulty Goods by the Supplier or the delivery of replacement Goods to the place at which the product is used. It shall explicitly reserve the right to claim compensation, in particular to compensation in lieu of performance.
8. Where the Supplier fails to satisfy its obligation of repair or replacement within a reasonable period of time set by the Purchaser, the Purchaser shall be entitled to perform the necessary measures itself at the expense and risk of the Supplier, without prejudice to further liability for defects in existence, or arrange for substitute products or repair by a third parties. The Purchaser shall additionally be entitled to itself repair faults at the Supplier's expense in case of imminent danger or special urgency.
9. The limitation period for claims in respect of material defects shall be 36 months, calculated from the transfer of risk. In the case of spare parts the limitation period for claims in respect of material defects shall be 36 months from installation or commissioning, but shall come to an end at the latest 4 years from the transfer of risk. Claims due to defects on a building or items which are usually used for a building and have caused a defect in the building have a limitation period of 5 years after delivery. For repaired or replacement Goods, the limitation period for claims in respect of material defects shall begin after acceptance by the Purchaser of the repaired or replacement Goods. In other cases, the statutory limitation periods shall apply.
10. The Supplier shall assume the costs and risk involved in the return of defective items, as well as those costs incurred by the Purchaser due to their defectiveness (in particular costs of processing, transport, infrastructure, labour, staffing and materials).
11. The Supplier guarantees that in relation to defective or faulty Goods which are not manufactured by the Supplier, the Purchaser will be put in the same position, with respect to any warranties and other rights, which the

Purchaser would have been in, had the Purchaser ordered directly from the manufacturer.

12. Where possible, the Supplier shall surrender its claims against the manufacturer in relation to defective or faulty Goods in favour of the Purchaser. The Supplier confirms that such claims are not excluded by its manufacturers and/or suppliers.

XI. Liability and Insurance

1. Supplier shall implement quality assurance appropriate in type and scope (suitable quality management system e.g. DIN EN ISO 9000 or subsequent versions) and provide the Purchaser with proof of this when requested. The Supplier shall also conclude a quality assurance agreement with the Purchaser as required. The Purchaser shall reserve the right to perform on-site testing to check the efficacy of said quality management system.
2. Where the Supplier is responsible for a product defect, the Supplier shall also indemnify the Purchaser in respect of any third-party claims for compensation where the cause can be attributed to the Supplier's acts or omissions, its management or organisation and where the Supplier is or would be liable in relation to third parties.
3. The Supplier shall also reimburse any expenses incurred by the Purchaser from or in connection with a recall campaign. The Purchaser shall inform the Supplier of the content and extent of any such recall measures as far as this is possible and can be reasonably expected and shall offer the Supplier the opportunity to comment in this regard.
4. The Supplier shall maintain product liability insurance including an appropriate level of cover for the risk of recall, to an insured sum of at least £5 million for each instance of personal injury/damage to property on a lump-sum basis for the term of the Contract, i.e. until expiry of the limitation period for the relevant defect; where further claims to compensation accrue to the Purchaser, they shall remain unaffected thereby. The Supplier shall, on request, immediately provide the Purchaser with written evidence documenting the conclusion and maintenance of such insurance.

XII. Intellectual Property Rights

1. The Supplier guarantees that all deliveries are free from third-party rights and in particular that delivery and use of the Goods and or deliverables provided with the Services does not infringe patents, licences or other Intellectual Property Rights of third parties.



2. The Purchaser shall be entitled at the Supplier's expense to obtain permission for use of any Intellectual Property Rights in the Goods or deliverables relevant to the Services from their rightful owners. The Supplier grants to the Purchaser, or shall procure the direct grant to the Purchaser of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the deliverables relevant to the Services for the purpose of receiving and using the Services and the relevant deliverables.
3. The Purchaser shall retain all right, title and interest in all figures, drawings, calculations and other documents provided to the Supplier in relation to this Contract, which shall not be made accessible to third parties without the Purchaser's prior written consent. Such drawings, calculations and other documents shall be considered Confidential Information in accordance with clause XV.

XIII. Indemnity

1. The Supplier shall indemnify the Purchaser against all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other reasonably professional costs and expenses) suffered or incurred by the Purchaser arising out of or in connection with:
 - (a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights relating to or arising out of the use of the Goods or anything created in the course of providing Services;
 - (b) any claim made against the Purchaser by a third party arising out of, or in connection with, the supply of the Goods or provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
 - (c) any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

XIV. Compliance with Relevant Laws and Policies

1. In performing its obligations under the Contract, the Supplier shall:
 - (a) comply with all applicable laws, statutes and regulations from time to time in force; and
 - (b) comply with the Policies.

2. Where applicable, the Supplier undertakes to comply with the regulations passed by the Securities and Exchange Commission (SEC) regarding conflict minerals. The regulations are available under the Conflict Minerals Final Rule on the SEC Website under <http://www.sec.gov/rules/final.shtml> or <http://www.sec.gov/news/press/2012/2012-163.htm>.
3. The Supplier shall implement reporting obligations and measures as required by the Purchaser. In case of failure to do so or in case of incorrect information, the Supplier shall indemnify the Purchaser from any claims by third parties.
4. The Supplier confirms that it is committed in the framework of its corporate responsibility to the protection of human rights, compliance with work standards and rejection of discrimination and slave or child labour during the manufacture of products and the rendering of the Services and to the avoidance of any adverse effects for man and the environment during performance of its activities.
5. The Supplier confirms that it will not tolerate any form of corruption and bribery or to engage in same in any manner whatsoever.
6. The Supplier is asked to avoid making gifts to staff employed by the Purchaser. Conventional presents or invitations of minor value shall constitute an exception to this rule.
7. The provisions of this clause XIV shall not only apply to transactions between the Supplier and the Purchaser, but also to the Supplier's other business partners (own supply chain, intermediaries, staff, competitors and the public authorities).
8. The Purchaser may immediately terminate the Contract for any breach of this clause XIV.

XV. Confidentiality

1. Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under the Contract and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under the Contract to those of its employees, officers and professional advisers who need to have access to it.

2. Each party shall ensure through adequate contractual arrangements with their employees, officers and professional advisers that they shall comply with this clause XV. The Supplier shall also impose a corresponding obligation in writing on any suppliers and subcontractors.
3. The provisions of clause XV (1) and (2) shall not apply to Confidential Information that:
 - a. the receiving party can prove was known to the receiving party or in its possession before that information was acquired from, or from some person on behalf of, the disclosing party;
 - b. is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf, provided that this clause XV(3)(b) shall only apply from the date that the relevant Confidential Information enters the public domain;
 - c. the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or
 - d. is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure.
4. If the Supplier establishes that any Confidential Information has been acquired by an unauthorised third party or has been mislaid, the Supplier shall immediately notify the Purchaser in writing.
5. Within three (3) days of receipt of a request to do so made at any time and in any event if the Contract is terminated, the receiving party shall promptly return or destroy (at the option of the disclosing party) all Confidential Information of the disclosing party.
6. The Supplier shall treat the conclusion the Contract as Confidential Information and references to the existence of such Contract shall only be made with the Purchaser's prior written consent.
7. This clause XV shall survive termination of the Contract for any reason.

XVI. Data Protection

Each party shall comply at all times with Applicable Data Protection Law and shall not perform its obligations under this Contract in such a way as to cause the other to breach any of its applicable obligations under Applicable Data Protection Law.

XVII. Termination

1. Without limiting the Purchaser's other rights or remedies, the Purchaser may terminate this Contract with immediate effect by giving written notice to the Supplier if:
 - (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so;
 - (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (c) the Supplier suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.
2. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

XVIII. General

1. **Assignment.** The Supplier shall not be entitled without the Purchaser's prior written consent to assign the contract either partially or in its entirety to third parties; this shall also apply to any awards to subcontractors or subsuppliers intended by the Supplier.
2. **Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.



3. **Variation.** Except as set out in these Terms and Conditions, no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
4. **Waiver.** No failure or delay by the Purchaser to exercise any right or remedy provided under the Contract 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.
5. **Severance.** If any provision in this Contract is or becomes invalid, illegal or unenforceable in whole or in part, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part thereof shall be deemed deleted. This shall not affect the validity of the remaining provisions hereof.
6. **Third party rights.** Subject to clause VI(d), a person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
7. **Notices**
 - a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
 - b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause XVIII(7)(a); if sent by pre-paid first class post or other next working day delivery service, on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; if sent by fax at the time specified in the transmission report; or if by email when it has been delivered to the recipient's communication device.
8. **Governing Law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Ireland. The parties hereby specifically exclude the United Nations Convention on Contracts for the International Sale of Goods (CISG).
9. **Jurisdiction.** Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation. The Supplier hereby waives any defence which it may have based on arguments of lack of jurisdiction, improper venue or inconvenient forum. Notwithstanding the foregoing, the Purchaser will be entitled to bring proceedings in any other court of competent jurisdiction.

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