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Terms and Conditions of Purchase

1. This order expressly limits acceptance to the terms attached herein. Any additional or different terms proposed by the Seller are objected to and hereby rejected.
2. Risk of loss and / or damage shall be upon the Seller until the goods are physically delivered to our site or other requested destination.
3. Delivery instructions are each of the essence of the order any delivery made pursuant to this order constitutes sellers acceptance of all the terms and conditions on this purchase order front and back.
4. The Supplier shall deliver the Goods at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties.
5. The Contract price shall be taken to be in Euro currency unless specifically designated, otherwise, and shall include all taxes and other impositions, costs, charges, expenses, customs clearance and transport charges chargeable in respect of the goods upon the seller or any other person before delivery.
6. If the price is omitted from this order, it is agreed that the price shall be the lowest prevailing market price, but in no case more than the last quotation less discount from the Seller.
7. The Contract price shall not be increased by the Seller (whether following an increase in cost of labour, materials or any other cost constituent of the material being supplied) unless it is expressly agreed in writing by us to such increase.
8. Seller has ten days from date of receipt of changes in any specification to inform us of any adjustment in price.
9. We are not obliged to pay any boxing, crating or cartage charges, including pallets unless specifically agreed to by us in writing.
10. comply with and implement any policies and/or guidelines issued by the Customer from time to time and notified to the Supplier in writing;
11. The Customer shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Supplier. The Customer shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
12. The Customer or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Supplier's premises (including the premises of any subcontractor or agent) and the Supplier shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Customer of any rights or remedies in respect of the Goods and the Customer reserves the right to reject the Goods in accordance with clause 14.
13. The Customer may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Customer of such Goods. If the Customer rejects any of the Goods pursuant to this clause the Customer may (without prejudice to other rights and remedies)
14. The issue by the Customer of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Customer's acceptance of them.
15. The Supplier confirms and undertakes that the Goods supplied will, at the time of delivery, correspond to the description given by the Supplier in accordance with the Submission (to include any samples furnished thereunder) and the Specification and that the manufacture, distribution and processes employed will comply in all material respects with the representations.
16. The Supplier shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Goods on his premises which are the property of the Customer and shall insure the same against any form of loss or damage and the Supplier so acknowledges and confirms.
17. The Supplier undertakes to ensure that all and any necessary consents and/or licences are obtained and in place for the purposes of this Agreement. The Supplier hereby indemnifies the Customer and shall keep and hold the Customer harmless from and in respect of all and any liability loss damages

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- claims costs or expenses which arise by reason of any breach of third party intellectual property rights in so far as any such rights are used for the purposes of this Agreement.
18. The Supplier undertakes to notify the Customer forthwith of any material change to the status of the Supplier with regard to the warranties, confirmations and undertakings and to comply with all reasonable directions of the Customer with regard thereto which may include termination of this Agreement.
 19. Should the Customer find itself obliged to order elsewhere in consequence of the failure of the Supplier to deliver Goods of approved quality, the Customer shall be entitled to recover from the Supplier any excess prices which may be paid by the Customer.
 20. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to:-
 1. its professional advisers subject to the provisions of this clause 8; or
 2. as may be required by law; or
 3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 8; or
 4. in the case of the Customer by request of any person or body or authority whose request the Customer or persons associated with the Customer (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.
 21. This order is not valid unless signed by our authorised representative.
 22. We have the right to cancel all or any part of this order in the event that conditions on site, instructions from the client outside our control affect the nature, constituents or size of the order. If we terminate or breach this agreement for any reason at any time the seller must submit an itemised list of all claims within fourteen days.
 23. We may at all reasonable times during manufacture inspect the sellers premises, the manufacture and workmanship of all goods to be supplied. The Seller shall obtain for us permission to inspect, shall give to us, reasonable notice of the dates on and the place at which the goods will be ready for testing and shall, at their own cost give us all assistance as may be reasonably necessary to carry out the test effectively. Such inspection or testing shall not relieve the Seller from their obligations under the Contract for the Supply of Goods Act.
 24. We may reject and return at Sellers expense deliveries which exceed or substantially fail to meet the quality ordered or deliveries made more than three days in advance of the date required. We may postpone delivery by notice given to the Seller of their representative at any time before delivery. The Seller is also responsible for any delays on material supply affecting the Contract and liable for all consequential financial costs as a result.
 25. The title of the goods passes onto us when the goods or materials are delivered to site. In addition to any warranty implied by fact or law, the Seller expressly warrants all items to be free from defects in design, workmanship and materials, to conform strictly with appropriate specifications, drawings and approved sample, if any and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties together with all other service warranties shall apply to the Buyer, its successors and assigns and customers.
 26. Supply the Goods in accordance with good industry practice and comply with all applicable laws with particular but not exclusive regard to the requirements of the Safety Health and Welfare at Work Act 2005, the Waste Management Act 1996, the Data Protection Acts 1988 and 2003, Freedom of Information Acts 1997 and 2003 and Employment legislation. The Supplier will be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement;
 27. Goods failing to meet their design criteria/requirements during the design life of the Contract will be replaced by the Seller at no charge to us. The Seller is also responsible for all resulting consequential costs incurred as a result of the failure of material supplied by the Seller. Consequential costs shall include legal fees and all costs incident of litigation or the negotiation of a claim under this agreement

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by either party. No financial limits may be placed on damages resulting from sellers breach of this order than as specified in writing and subscribed to by us.

28. In these conditions goods means any and all goods to be provided and where the context so admits any and all work to be done by the seller under the terms of the Contract with which these conditions or any of them are incorporate.
29. The Supplier shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 21C or the commission of any offence by the Supplier, any subcontractor, agent or employee under the Prevention of Corruption Acts 1889 to 2005 shall entitle the Customer to terminate this Agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Supplier of the amount or value of any such gift, consideration or commission.
30. For supply only of materials payment will be made sixty days following end of month of date of delivery or any other payment conditions expressly agreed between both parties.
31. The Contract with which these conditions if any of them are in incorporated shall be governed by Irish Law.