



Standard Terms & Conditions of Purchase

1. Contract Basis

Euroflex Teoranta, hereinafter referred to as “the Buyer” contracts with its Suppliers and Service Providers, hereinafter referred to as “the Seller” subject to and upon the express and standard terms and conditions of this official purchase order which shall exclusively govern the purchase of the Seller’s goods or services and shall exclude any contrary terms and conditions contained in any of the Seller’s communications, whether oral or written, including the Seller’s Sales Order Confirmation document’s terms and conditions, unless specifically agreed to in writing by the Buyer. This purchase order shall be governed and construed by the Sale of Goods & Supply of Services Act 1980 as may be amended from time to time. The Seller shall not assign any of its obligations or rights under this purchase order without the prior written consent of the Buyer.

2. Delivery & Risk

Time shall be of the essence in relation to delivery of the goods and the performance of the services herein specified by the stipulated due date and the Seller will proactively expedite and monitor delivery progress to meet its delivery commitments. At its discretion the Buyer may apply a delivery delay penalty of 1% of the value of the undelivered order or part thereof for every working day of delivery lateness commencing on the second day after the contracted delivery date. This penalty will be applied by means of a Debit Note raised against the Seller’s related Invoice at the payment settlement date. At the Buyer’s discretion the level of penalty may be incrementally increased in respect of recurring instances of delivery lateness with the exception of Force Majeure events. The sole purpose of this delivery performance penalty regime is to incentivise the Seller to discharge the Contract on time and in full in accordance with the express terms of the Contract and does not impinge on the Buyer’s right to terminate the Contract under Clause 6 hereunder.

Carriage Terms shall be as stipulated by the Buyer on its official Purchase Order and shall be in accordance with Incoterms 2014 (as amended from time to time). The risk of damage to, or loss of, the goods shall pass to the Buyer upon delivery by the Seller or his Agent/s at the delivery location specified on the purchase order.

The property in the goods shall pass to the Buyer once payment for the goods has been made by the Buyer to the Seller.

3. Prices & Payment

The price of the goods and/or services shall be as stated on the Buyer’s purchase order and shall be inclusive of all charges for packaging, packing and, (where applicable in accordance with the Carriage Term specified on the purchase order) all transport, insurance, customs clearance and import duties and levies. The Price shall be exclusive of Value Added Tax which shall be charged separately on the relevant invoice.

The Seller shall raise invoices within one working week of the dispatch date of the relevant goods or the provision of the “completion confirmed” service quoting the Buyer’s official purchase order number. The Buyer shall pay the invoice in accordance with the payment terms specified on the relevant purchase order following inspection and acceptance of the goods. The Buyer shall have no liability whatsoever for invoices issued without formal purchase order authorization. The Buyer shall be entitled to set off any sums owed to the Buyer in respect of claims related to rejected products or commercial disputes against any Seller’s invoices falling due for payment. The exercise by the Buyer of this remedy shall not be exclusive of any other available remedies in law or equity.

4. Warranties, Indemnities & Liability

The Seller warrants that the goods and services supplied by it in the performance of this order shall in all respects, including without limitation as to quantity, quality, description and specification comply with the terms and conditions of the Buyer’s order. Furthermore, the Seller warrants that the goods or services supplied shall be of merchantable quality within the meaning of section 14 of the Sales of Goods & Supply of Services Act 1980 as from time to time amended and fit for the purpose specified in the order or otherwise specified in writing by the Buyer at the time of order placement and, additionally, for any purpose confirmed by the Seller to the Buyer. The Seller also warrants that the goods will be free from defects in materials, workmanship, design and manufacture and will strictly conform to the requirements of the relevant specification or sample.

In respect of Services supplied by the Seller pursuant to the Buyer’s order the Seller warrants that such services will be performed by competent and appropriately qualified and insured personnel in accordance with the Buyer’s Service Specifications and to the specified quality standards.

5. Receipt and Acceptance of Goods & Services

Prior payment by the Buyer for dispatch of the goods by the Seller shall not constitute acceptance of the goods.

In the performance of this order the Seller accepts that the precise conformity of the goods or Services with the Contract Specification shall be of the essence of the Contract.

Where practicable the Buyer will inspect the goods upon delivery at his premises for quantity verification and for any apparent signs of transport damage and will endorse the Seller’s Delivery Docket accordingly. The Buyer will immediately notify the Seller of any shortages or transport damage detected. The Buyer will, within 10 working days, inspect the goods with strict reference to the Contract Specification and will notify the Seller of any defects or non-conformances identified during the inspection process. Any goods identified as defective will be so marked and quarantined by the Buyer in a secure area for immediate collection by the Seller or his agent. Latent defects which cannot be identified during a receiving inspection process and become apparent in the Buyer’s or the Buyer’s Customer’s use will be immediately notified to the Seller upon detection. In its investigation of defective goods supplied the Buyer shall, among its other rights, be entitled, at its discretion, to apply, or have applied, such tests to a sample of the goods as may be necessary to determine their quality and fitness-for-purpose prior to removal by the Seller from the Buyer’s premises at which point the risk in the goods shall return to the Seller and the Seller will credit the Buyer’s account for the full purchase value of the rejected goods.

6. Termination

The Buyer reserves the right to terminate this purchase order or any part thereof and to cancel all or any part of the undelivered portion of this order if the Seller fails to make deliveries as provided for in the contract or if the Seller breaches any of the Terms hereof including the warranties or if the Seller becomes insolvent, has a receiver appointed to his business, is declared bankrupt or becomes the subject of a winding-up petition.

7. Severability

Each of the provisions of this purchase order is separate, severable and enforceable and, accordingly, if at any time any provision is adjudged by any court of competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be impaired thereby.

8. Force Majeure

Neither the Buyer nor the Seller shall be liable for any loss, damage, injury or expense incurred by either party arising from a Force Majeure event including, but not limited to, Acts of God, Government Orders, Civil Commotion, Industrial Disputes and Strike Actions, War, Plant & Equipment or Vehicle breakdown or any other such event or circumstance beyond the reasonable control of the parties. Third party commercial actions such as the unilateral imposition of price increases on existing orders for raw materials or variations in raw material quality shall not qualify for Force Majeure protection. Every supply Contract between the Buyer and the Seller shall be subject to suspension, variation, renegotiation or cancellation by the Buyer as may be necessary due to a Force Majeure event.

9. Confidentiality

The Seller shall not, at any time, before, during or after performance of this or any other purchase order issued to the Seller, use or divulge any information deriving therefrom or from commercial or technical discussions or from factory visitations by any of its personnel or agents. The Seller shall keep all information relating to the Buyer’s business affairs strictly confidential and shall use its best endeavours to ensure that its employees, agents or sub-contractors comply fully with this undertaking. Furthermore, the Seller agrees that all information contained in all drawings, specifications and all related documentation and correspondence exchanged by the parties for the performance of the order shall be proprietary to the Buyer and shall not be disclosed to any third party without written authorization from the Buyer. Any information which is proprietary to the Seller and which is disclosed in the documents provided to the Buyer by the Seller shall be deemed to have been disclosed as part of the consideration herein and the Buyer shall have full right to its use as the Buyer sees fit.

10. Governing Law

The foregoing Standard Terms & Conditions of Purchase, together with the Express Terms & Conditions of this supply contract shall be governed by, and construed in all respects with, the Laws of the Republic of Ireland and the Seller agrees to submit to the exclusive jurisdiction of the Irish Courts in relation to any dispute herein arising.