



TERMS & CONDITIONS OF PURCHASE

Unless otherwise agreed in writing the Terms & Conditions of purchase that apply to the purchase of the material, items, products or components (hereinafter material) and services (hereinafter services), set forth on the face of this purchase order (hereinafter order) or exhibits hereto, are those set forth below, those that are printed on or added to the face of this order, those that are contained in attachments or exhibits attached hereto and those that are implied by law which are not inconsistent herewith.

1. DEFINITION

'Buyer' means Letterkenny Institute of Technology.

'Seller' means the person or company to whom the order is addressed.

2. ORDER ACCEPTANCE

Acceptance of the order by the Seller constitutes a contract for delivery of the stipulated goods to the Buyer shown and under the terms specified. These conditions shall have effect for all orders placed by the Buyer and acceptance of such orders by the Seller shall constitute complete acceptance of the conditions hereon in all cases.

3. TAX CLEARANCE PROCEDURES

Should the cumulative value of orders placed with you exceed €10,000 in any rolling period, a tax clearance certificate shall be required by Letterkenny Institute of Technology in order for this to be considered a valid purchase order.

4. VALIDITY

Buyer shall not be liable for any orders other than those issued or confirmed on official printed order forms duly signed on behalf of the Buyer.

5. DELIVERY

a) The goods properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport, shall be delivered by the Seller at, or dispatched for delivery to the place or places and in the manner specified on the order or as subsequently specified.

b) When acknowledging the order, Seller must confirm that the required delivery dates be met or they must indicate clearly in all cases where the Buyer's delivery requirements cannot be met.

c) Under no circumstance must the Seller offer the goods for delivery without a proper Advice Note and clear packing specifications.

d) Delivery shall be defined as the date the goods are accepted rather than the date the goods are physically delivered.

6. PACKING

Buyer will accept no charges for packing materials unless clearly indicated originally on Seller's quotation. Such charges will then be shown on the face of the order.

7. SUB-CONTRACT

The Seller shall not, without prior consent in writing of Buyer, sub-let the contract or any part of thereof other than to a company which is a member of the group to which the Seller belongs. Any such consent shall not relieve the Seller of any of his obligations under the contract. In such circumstances no responsibility for public liability will be accepted by Buyer.

8. SHIPPING MARKS AND NUMBERS

Buyer's shipping marks and numbers, as shown on the order, must be clearly shown on all packing cases or crates and on all documents relating to the delivery. The "Ship to" and "Ship via" instructions should be compiled with explicitly.

9. CONFIDENTIALITY

The order and the subject matter thereof, shall be treated as confidential between Seller and Buyer, and shall not be disclosed by the Seller or any sub-contractor for the Seller to any third party, or used by the Seller or any sub-contractor for advertisement display, or publication without prior consent in writing by the Buyer.

10. DRAWINGS, PATTERNS, SPECIFICATIONS, etc

(a) All drawings, patterns, specifications, moulds, or other tooling supplied by the Buyer, or prepared by the Seller for, and at the sole cost of the Buyer, shall be and remain the property of the Buyer.

(b) The Seller shall not use such items, nor shall he authorise or permit them to be used by anyone else for or in connection with any purpose other than the supply of the goods to the Buyer unless such use is expressly authorised in writing by the Buyer.

(c) The Seller shall maintain such items in good order and condition and on completion of the contract or as otherwise directed by the Buyer, shall return them to the Buyer in good order and condition.

11. PRICES

(a) Seller's price shall not be higher than the last quoted or charged to the Buyer or its affiliates unless otherwise agreed in writing. Invoices must be rendered for each shipment under this Order on date of shipment. If not received promptly invoices may be returned for redating. If before completing performance hereunder Seller shall sell any goods or provide any services of the kinds and specifications covered by this order to any other customer at a price that is lower for the same or lesser quantity of goods or for comparable services then the price then in effect hereunder, shall be reduced to such lower price.

(b) This order must not be filled in greater quantities or at prices higher than shown without written approval of an authorised representative of the Buyer. If the price is not shown on the order, it is agreed that the Seller will furnish at no higher prices than last purchased unless expressly authorised in writing by Buyer. In the event this Order is not filled in each particular detail as specified the Buyer reserves the right to do any one or more of the following –

- To cancel the order.
- To recover all loss, damage and expenses caused by such failure.
- To require delivery by any means Seller to pay any increased transport expenses.
- (c) Currency – this contract will be deemed to be euro unless otherwise clearly stated in writing in words and figures on the Order.
- (d) The Buyer reserves the right to withhold Retention.

12. CANCELLATION

Buyer reserves the right to cancel this order or any part of it and in any event Buyer will be entitled to deduct from the agreed price any expense incurred by reason that -

- (a) The material or goods to be supplied are not received, or the work to be carried out is not completed, by the date specified.
or
- (b) The material or goods supplied or the work carried out, does not comply strictly with the description specification and drawings relating thereto.
or
- (c) The material or workmanship is not sound in every respect or does not reach the standard specified or does not pass inspection as may be required by Buyer or Buyer's customers.
or
- (d) Appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over or all of its property assets.
or
- (e) Files a voluntary petition in bankruptcy.
or
- (f) Has had served against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days.
or
- (g) Voluntarily ceases trading.
or
- (h) Merges with or is acquired by a third party.
or
- (i) Has an examiner appointed over its assets.

13. DAMAGE OR LOSS IN TRANSIT

The Seller will repair or replace, free of charge, goods damaged or lost in transit provided the Buyer shall give the Seller written notification of such damage or loss within such time as will enable the Seller to comply with the Carrier's conditions of carriage as affecting loss or damage in transit or when delivery is made by the Seller's own transport, within a reasonable time.

14. INSPECTION DURING MANUFACTURE

- (a) The Buyer or his representative (both in this clause referred to as "the Buyer") shall have free entry at all reasonable times to all parts of the Seller's (or its sub-contractors) premises for the purpose of inspecting and testing goods during manufacture, processing or storage to see if the goods are being furnished in accordance with the terms of the order. Any such inspection and tests will be conducted so as not to interfere unnecessarily with the operation of the Seller's manufacture, process or storage of the goods.
- (b) If as result of any inspection or test under sub-clause (a) above the Buyer is of the reasonable opinion that the goods do not comply with the terms of the order, he shall inform the Seller accordingly in writing and the Seller shall take such steps as may be necessary to ensure such compliance.
- (c) Any inspection by the Buyer shall not relieve the Seller from complying with any and all expressed or implied specifications or agreements or guarantees.
- (d) Failure by the Buyer to inspect under the provisions of this Clause shall not be deemed to constitute a waiver of Buyer's right to inspect at any subsequent time or other place.

15. REJECTION

- (a) The Buyer may, by notice in writing to the Seller, reject the goods if Seller fails to comply with the order in regard to quality, quantity and description as specified on the order. Such written rejections should be made by Buyer within twenty-one (21) days of delivery unless another period has been agreed between the parties.
- (b) The Buyer shall, when given notice of rejection, specify the reasons therefore and shall thereafter return the rejected goods with goods which are in all respects in accordance with the contract.
- (c) Any money paid by the Buyer to the Seller in respect of any rejected goods not replaced by the Seller within a reasonable time, together with any additional expenditure over and above the Contract Price reasonably incurred by the Buyer in obtaining other goods in replacement shall be paid by the Seller to the Buyer.

16. ACCOUNTING

- (a) Invoices addressed to Accounts Payable Section must reach us within three (3) working days of any delivery or of any service having been supplied. Our Purchase Order Number, your Advice Number and your VAT Registration Number must be clearly indicated on each invoice.
- (b) A monthly statement of account should be rendered by the 5th of each month.
- (c) Goods purchased outside the state must have a commodity code number quoted on invoices.
- (d) Buyer's payment shall be due thirty (30) days after the materials or services are delivered and accepted by Buyer and proper invoicing has been completed.

17. ARBITRATION

All disputes, differences or questions at any time arising between the parties as to the construction of the Contract or as to any matter or thing arising out of the Contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or who, failing such agreement shall be appointed at the request of either party by the President of Letterkenny Institute of Technology.

18. LAW OF THE CONTRACT

The order between the Buyer and Seller must be construed and the relationship between the parties shall be determined in accordance with the laws of the Republic of Ireland and shall be subject to the jurisdiction of the Irish courts.

19. NOTICE TO SUBCONTRACTORS AND SUPPLIERS OF PROFESSIONAL SERVICES

- (a) Subcontractors must present Tax Clearance Documents at the beginning of each new financial year or at an award of the contract. Failure to do so will result in the Buyer deducting Tax at the appropriate rate.
- (b) Payments made in respect of Professional Services are liable to deduction of tax at the standard rate of tax.

20. INSURANCE & INDEMNITY

Where any work or services are to be undertaken or supplied by the supplier otherwise than at the Supplier's premises, the supplier shall adequately insure against all Employers Liability and Third Party Risks, including Third Party Fire Risks arising out of or in connection with the execution of such work and/or the performance of such services and shall produce to the Buyer, the policies of such insurances together with receipts for premiums if requested in the event of the supplier failing to effect such insurances the Buyer shall be at liberty to insure on behalf of the supplier and to deduct the amount of any premium paid by the Buyer from any amounts due to the Supplier under the Contract in addition, the Supplier shall also indemnify and adequately insure the Buyer against all claims and at all costs in respect of any injury loss or damage to person or property caused by the work or the services carried out or performed by the Supplier or by the execution thereof or by its workmen. It's a condition of the Contract that the Supplier's employees, servants and agents become acquainted and comply with the fire precautions and regulations in existence on any site where any work is carried out or services performed.

21. SET-OFFS

The Buyer shall have the right at any time to set off any account owing from the Seller to the Buyer (or any associated or affiliated companies, including agents and representatives) with respect of this Order or any subsequent order or any contractual agreement between the parties hereto or their respective associated or affiliated companies, unless such set-off violates local laws, regulations or EU Regulations.

22. FORCE MAJEURE

Buyer shall not be liable to Seller for any failure to take delivery of the materials, services or any part thereof where such failure is caused by reason of industrial disputes, fires, breakdown or shortage of materials, labourer supplies, or because of any act of God or any other cause beyond the Buyer's control.

23. LIABILITY

In no event shall the Buyer be liable for any indirect or consequential loss suffered by the Seller.