



**[DELETE AS APPROPRIATE - GLANBIA IRELAND DESIGNATED ACTIVITY COMPANY / GLANBIA FOODS IRELAND LIMITED]** (the "**Company**") In these conditions:

**"Affiliate"** means with respect to any corporation or limited liability company (each a "**Person**"), a Person that controls or is controlled by or under common control with the Company, provided that a Person shall be deemed to be an Affiliate only so long as such control exists. **"Control"** when used with respect to any Person, means ownership of at least twenty-five percent of the voting stock, shares or other equity interest in the Person and possession of the power to direct or cause the direction of the management of policies of the controlled Person.

**"Contract"** means any contract between the Company and the Supplier for the sale and purchase of the Goods and/or the Services comprising either (a) a Supply Agreement, the Conditions and Purchase Order(s), or (b) any Purchase Order (whichever is relevant) and these Conditions and in either case as formed in accordance with Condition 2;

**"Conditions"** means these terms and conditions of purchase;

**"Purchase Order"** means the order or orders made by the Company in respect of the Goods and Services;

**"Goods"** means and includes the goods which are the subject of the Contract including, without limitation, foods, ingredients, (including packaging), whether raw or partly or wholly manufactured;

**"Services"** means any services to be provided to the Company in connection with the Contract;

**"Supplier"** means the person, firm or company named as the Supplier in the Supply Agreement or in the absence of a Supply Agreement named in the relevant Purchase Order; and

**"Supply Agreement"** means the Company's document designated as the supply agreement containing the Company's written instructions for the purchase of the Goods and Services together with special terms agreed between the Company and the Supplier (if any) but not including any document submitted by the Supplier.

## **1. APPLICATION OF THESE CONDITIONS**

1.1 Subject to any variation under Condition 2.2, the Contract excludes all other terms and conditions including without limit any terms and conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or any similar document whether or not such document is referred to in the Contract. Each quotation for the Goods and/or Services shall be deemed to be an offer by the Supplier to sell the Goods and/or Services on the terms of the Contract. All quotations provided by the Supplier, including without limit, the price provisions, will remain open for 60 days from its date. If there is a Supply Agreement the Contract is only formed and binding when a Supply Agreement signed by the Company is delivered by the Company to the Supplier. In the absence of a Supply Agreement, the Contract shall be formed and binding when a Purchase Order is delivered by the Company to the Supplier and is accepted in writing by the Supplier. Any Purchase Order may be cancelled by the Company if the Company does not receive within 5 working days of the date of the Purchase Order a written acknowledgement signifying the Supplier's acceptance of the Purchase Order without variation provided that the performance of Services and/or delivery of Goods by the Supplier pursuant to the Purchase Order shall constitute acceptance of these Conditions in any event.

1.2 Each Contract shall form a separate agreement for the provision of Goods and Services

between the Supplier and the Company.

- 13 Any Contract may only be cancelled or varied by the Supplier with the prior written consent of the Company and on condition that the Supplier shall indemnify the Company in full against all losses, costs, damages, charges and expenses incurred by the Company as a result of such cancellation or variation.
- 14 In any Contract where there is a Supply Agreement, if there is any conflict between any terms contained within that Supply Agreement, the Conditions and/or any Purchase Order submitted under such Supply Agreement, then such conflict shall be resolved in the following order of priority of precedence:
  - (a) the Purchase Order;
  - (b) the Supply Agreement;
  - (c) the Conditions
- 15 In any Contract where there is not a Supply Agreement, if there is any conflict between the Conditions or any terms of any Purchase Order, then the terms of that Purchase Order shall prevail.

## **2. THE PROVISION OF GOODS AND SERVICES**

- 21 The Supplier will supply the Goods and provide the Services (i) in the quantities and at the quality specified in the Contract; (ii) in accordance with the specification and description of the Goods and Services specified in the Contract.
- 22 The Company may at any time prior to dispatch of the Goods amend or cancel a Purchase Order by written notice to the Supplier. If such amendment results in an increase in cost of, or time required for, the performance of the Contract, a fair adjustment will be made to the price and delivery schedule. Any such claim or adjustment must be approved by the Company in writing before the Supplier proceeds with such amendments. If the Company cancels a Purchase Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Purchase Order up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Supplier's failure to comply with its obligations under the Contract the Company shall have no liability to the Supplier in respect of it.
- 23 The Supplier agrees to receive Purchase Orders directly from any Affiliates of the Company and will be paid directly by each such ordering Affiliate provided that the Company will stand surety for the payment of any undisputed amount that remains unpaid beyond its due date.

## **3. DELIVERY/ADVICE NOTES**

- 3.1 The Supplier shall comply in all respects with the Company's programme for delivery of Goods and performance of Services and any reasonable request for information about progress against programme shall be provided forthwith by the Supplier. All Goods supplied under a Supply Agreement or against the Purchase Order, properly packed and secured in such a manner as to reach their destination in good condition, shall (unless otherwise directed by the Company) be delivered by the Supplier to the Company's premises carriage paid, in accordance with the Company's instructions and bearing the Company's order number on each package ("**Delivery Terms**"). All deliveries pursuant to the Order shall be accompanied by an advice note quoting the number of the Order. Consignment or part deliveries may be rejected unless the Company has agreed in writing to accept such deliveries.

- 32 The Goods shall be delivered to, and the Services shall be performed at, the point of delivery on the date or within the period stated in the Contract.
- 33 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 34 Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Contract on the Delivery Terms. The Company may, but shall not be obliged to, reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, in the case of any latent defects within a reasonable time after the latent defect in the Goods has become apparent.
- 35 All Goods shall remain at the sole risk of the Supplier until accepted by the Company.
- 36 If a carrier is specified in connection with the Contract such carrier shall be deemed to be an agent of the Supplier and not of the Company. Unless otherwise agreed in writing the Supplier is responsible for obtaining all the export and import licences for the Goods and shall be responsible for any delays due to such licences not being available when required. In the case of Goods supplied from outside Ireland the Supplier shall ensure that accurate information is provided to the Company as to the country of origin of the Goods and shall be liable to the Company for any additional duties or taxes for which the Company may be accountable should the country of origin prove to be different from that advised by the Supplier. The Company shall only be responsible for returning cases or other durable packaging if the Company in the Order accepts such responsibility. If for any reason the Company is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Supplier shall at its expense store the Goods for a reasonable time having regard to the circumstances and shall safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery.

#### **4. PRICE AND PAYMENT**

- 4.1 The Price of the Goods and/or the Services shall be as stated in the Contract and, unless otherwise so stated, shall be:
- (a) exclusive of any applicable value added tax (which shall be payable by the party receiving the Goods or Services subject to receipt of a VAT invoice); and
  - (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the point of delivery and any duties, imposts or levies other than value added tax.
- 4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in writing.
- 4.3 The Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not expressly recorded in the Supply Agreement or Purchase Order.
- 4.4 Unless otherwise agreed in writing by the Company invoices shall not be rendered by the Supplier until completion of delivery of all of the Goods and performance of all of the Services which are the subject of the Order. The Company will discharge all invoices 90 days from the date of received invoice unless otherwise agreed between the parties. The Company may set off against the Price any sums owed to the Company by the Supplier. All payments shall be in Euro unless otherwise notified in writing by the Company to the Supplier.
- 4.5 The Company shall not be responsible for the payment of any charges for Goods supplied or Services performed in excess of the Goods or Services required by the Contract. No payment will be made for containers, crates or packing materials of any description. No payment of or on account of the Price shall constitute any admission

by the Company as to the proper performance by the Supplier of its obligations.

- 46 All Suppliers who are registered for value added tax are required to issue a proper tax invoice in accordance with the relevant legislation before the Company shall be required to make payment for Goods or Services supplied in accordance with the Order. The Supplier shall send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated on the Order; send a monthly statement of account quoting the invoice numbers applicable to each item thereon; and mark clearly the Company's order number on each consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence relating thereto.
- 47 Inattention to the following details may mean delay in payment but no prompt payment discount shall be forfeited by the Company due to the failure of the Supplier:-
- (a) to send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated on the Order; or
  - (b) to send a monthly statement of account quoting the invoice numbers applicable to each item thereon; or
  - (c) to mark clearly the Company's order number on each consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence relating thereto.

## **5. RISK AND TITLE**

- 5.1 Unless otherwise agreed by the Company in writing and subject to Condition 6.5, risk in the Goods purchased shall pass to the Company upon completion of delivery and title to the Goods or any part thereof shall pass upon the earlier of delivery or the time of any payment being made therefore. The Supplier shall be responsible for transport and unloading costs and insurance of Goods to their full value against all risk of damage or loss prior to completion of delivery. All tools, equipment and materials of the Supplier required in the performance of the Supplier's obligations hereunder shall be and remain at the sole risk of the Supplier whether or not they are upon premises of the Company or other premises whatsoever pursuant to any Contract.

## **6. QUALITY AND GUARANTEE**

- 6.1 The Supplier warrants its expertise (and, in addition, the expertise of any person engaged by the Supplier in the performance of the Services) and confirms the accuracy of all statements and representations made in respect of the Goods and Services prior to the Contract. Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Contract. The Company shall be entitled to enter the Supplier's premises to inspect and take samples of the Goods either complete or in the process of manufacture; the Supplier's manufacturing facilities; or, as the case may be, any Services being performed at any reasonable time and to require all defects or deficiencies to be made good and alterations made in the event of any failure in the opinion of the Company to comply with the terms of the Contract provided nevertheless that such inspection or right to inspect shall not of itself constitute acceptance or approval of the Goods or any part thereof.
- 6.2 Goods shall be of first class quality, new and shall be supplied strictly in accordance with the quantities, drawings, specifications, standards and stipulations contained in or annexed to the Contract and, unless otherwise agreed by the Company in writing, shall conform to all relevant laws regulations and standards, specifications and conditions. All work and Services performed by the Supplier shall comply with all relevant laws as well as with the company's general working practices (including, without limitation, all applicable safety requirements). Furthermore, the Supplier shall ensure that all such work and Services shall pass such inspection as may be required by the Company, its customers or their agents or any government department concerned. The Supplier warrants that all Goods, where appropriate, shall have no extraneous or inherent objectionable odours or tastes whether toxic or not. Any packaging items whether printed or not, liable to come into direct contact with any food product or to be used in

the intimate packaging of it, must be incapable of giving rise to any hazard to health when so used, and conform to all legislation which relates to plastics in contact with food.

- 63 Notwithstanding that the Company has accepted the Goods or part thereof or the Services (or part thereof) or (where the contract is for the sale of specific goods) the title in the Goods has passed to the Company, the breach by the Supplier of any express or implied condition to be fulfilled by it may be treated as a ground for rejecting the Goods and treating the contract as repudiated.
- 64 The Company shall be entitled to require the Supplier to perform the obligations contained in Condition 6.5 or, at its option, reject the Goods and treat the contract as repudiated at any time prior to the expiration of three months after delivery to the Company (where the defect is apparent on a visual inspection) or in any other case three months after the Company has discovered the defect in question.
- 65 Without prejudice to the Company's right to treat the contract as repudiated, if the Company notifies the Supplier of any defective or damaged Goods/Services, the Supplier shall be responsible for making good with all possible speed the defective or damaged Goods or faulty workmanship (fair wear and tear excepted) including full replacement where necessary together with all costs of delivery to site and installation and all other costs and expenses incurred by the Company including but not limited to costs in relation to the premises at which the Goods are situated or to other plant and machinery in order to enable or facilitate such making good by the Supplier. As soon as the Company shall have given notice in accordance with this Condition 6.5 the defective Goods shall be at the Supplier's risk and expense.
- 66 The Supplier agrees to assign to the Company upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of the Goods or any part thereof.
- 67 The Supplier warrants that in the production, supply and distribution of the Goods and/or the Services (as the case may be) and the provision of information relating thereto it will:
- (a) comply with the duties imposed on it by law in particular by Regulation (EC) No. 178/2002, and all other regulations governing the supply of foodstuffs and other goods intended for human consumption prevailing from time to time in the European Union. The Supplier also warrants that it will comply with the Health and Safety at Work etc. Act 1989 or any amendment thereto or re-enactment thereof and of all other statutory provisions, bye-laws, rules and regulations so far as they are applicable to the Goods and/or the Services (as the case may be); and
  - (b) that it will perform the contract such that no liability is incurred by the Company under such statutory provisions, bye-laws, rules and regulations; and
  - (c) that all Goods and Services supplied will be supplied with all necessary labelling and packaging to comply with current statutory requirements from time to time.
- 68 The Supplier shall indemnify the Company against:-
- (a) all losses, costs, damages, expenses and claims caused to and made against the Company which would not have been caused or made had the Supplier fulfilled its express or implied obligations under each Contract;
  - (b) any claims for infringement of any patents, design right, copyright, registered design, or trade mark by reason of the use or sale of the Goods (and/or Services) supplied (save where the Goods shall have been manufactured in accordance with specifications or designs supplied solely by the Company) and against all losses, costs, damages, expenses and claims which the Company may incur or have to bear or for which the Company may become liable as a result of such

claims for infringement;

- (c) all claims in respect of royalties payable by the Supplier in respect of the Goods and/or Services;
- (d) all claims arising out of errors and omissions in drawings, calculations, labelling, packing details or other particulars supplied by the Supplier; and
- (e) all claims made against the Company arising out of the acts and omissions of the Supplier, its employees, agents or its sub-contractors.

69 The Supplier shall maintain to the Company's satisfaction adequate cover against such product liability and Other Risks necessary to cover the liability of the Supplier to the Company (For the purposes of this Condition 6.9 "Other Risks" shall include all transit risks for the full reinstatement value of the Goods supplied to the Company and such policy shall include the interest of the Company in the Goods supplied). The Supplier's insurance company must be 'A' rated and acceptable to the Company. The Company reserves the right to inspect and approve such policies of insurance and the Company requires the Supplier to provide a Certificate of Insurance evidencing current policy levels. The Certificate of Insurance shall contain the following minimum information, (i) named insured, (ii) address, (iii) business description, and (iv) period of cover, and further comply with the following requirements:

- (a) Public/Product Liability (Commercial General Liability) policy with a limit of indemnity for the amount stipulated by the Company but in any event, not less than €6,500,000 for any one claim or series of claims arising from the one incident and it shall indemnify the Company as Principal;
- (b) Employers Liability / Workers' Compensation policy with a limit of indemnity for the amount stipulated by the Company but in any event, not less than €13,000,000 for any one claim and it shall indemnify the Company as Principal;
- (c) Motor Insurance policy with a limit of indemnity for the amount stipulated by the Company but in any event, not less than €1,000,000 for any one claim or series of claims arising from the one incident of third party property damage;
- (d) To the extent that any damage or loss arising from or connected with the design or formulation of the Goods or Services supplied to the Company cannot be covered by the Public/Product Liability policy required under the foregoing Condition 6.9 (a) (including in the case of consultants and technical advisors), the Supplier shall effect a Professional Indemnity/ Errors and Omissions Liability policy with a limit of indemnity for the amount stipulated by the Company but in any event, not less than €6,500,000 for any one claim or series of claims arising from the one incident; and
- (e) Product Recall / Contamination policy may be required by the Company from certain Suppliers with a limit of indemnity for the amount stipulated by the Company but in any event, not less than €6,500,000.

6.10 Where the Contract includes any work (and this includes the acts of delivery, loading and/or unloading) to be done on the Company's premises, it is placed conditionally upon the Supplier indemnifying the Company in respect of injury, fatal or otherwise, loss, expense or damage, regardless of howsoever or by whom caused including all claims or proceedings of whatsoever nature and costs, arising out of or in the course of the execution of the Contract unless proved to be due to the act neglect or default of the Company's authorised servant or agent.

## **7. SERVICES**

7.1 If the Contract is in respect of Services, whether wholly or in part, the Services will be carried out substantially in the manner and standard envisaged by the parties at the time of issuing the Supply Agreement or Purchase Order. No work shall commence on any

of the Company's premises before obtaining the Company's consent. No work shall be covered or hidden until approved by the Company. If the Services are not carried out by the date specified in the Contract, the Company may, without prejudice to any of its other rights, procure the Services to be carried out at the risk and expense of the Supplier.

## **8. PACKAGING**

8.1 Supplier shall ensure that all packaging and storage material that it uses or delivers to the Company:

- (a) are clean, non-toxic and do not harm the environment and do not affect the taste, colour or odour of Goods packaged therewith; and
- (b) comply with all relevant Irish and EC laws, regulations and standards specifications and conditions in force.

8.2 Without prejudice to the other provisions of these Conditions, the Company shall at the Supplier's expense return pallets and other packaging materials to the Supplier within a reasonable period of being requested to do so in writing by the Supplier. The Company accepts no liability for the return of such pallets or other packaging material in safe condition. Returnable containers must be stenciled with the Supplier's name and address together with an addressed reversible label.

8.3 If and to the extent that the Company and/or the Supplier are to become subject to packaging recycling regulations each party shall comply with such regulations as required by law.

8.4 The Company reserves the right to reject substitution products, price marked or promotional packs, unless previously agreed with the Supplier.

## **9. MARKING OF GOODS AND PUBLICITY**

9.1 Unless otherwise agreed in writing no maker's name or mark shall appear on any Goods supplied pursuant to the Contract. Where the Supplier is supplying Goods that are branded and such brand is referred to in the Contract, the Supplier warrants that it is duly authorised and has title to or a right to deal in goods bearing such brand. The Supplier shall fully indemnify the Company for any loss of any description suffered by the Company in connection with a third party seeking to enforce rights in relation to any such brand whether or not such brand is registered as a trademark.

9.2 Neither the Contract nor the name of the Company shall be disclosed to any third party or used by the Supplier or any sub-contractor for advertisement or publicity purposes without the Company's prior written consent. The Supplier shall not either during the period of the Contract or at any time thereafter disclose to any person, firm or company any manufacturing process or trade secret of the Company in connection therewith or any information relating thereto.

## **10. INTELLECTUAL PROPERTY**

10.1 All designs, inventions, patents, know-how, new technology, improvements and all similar matters made, designed or developed by the Supplier specifically for the Company in connection with the contract shall be the sole property of the Company and the Supplier shall procure at no charge to the Company the execution of any and all papers necessary to perfect ownership by the Company. All material, drawings, patterns, gauges, samples, specifications and other technical data prepared by the Company in connection with the contract shall be and shall at all times remain the property of the Company which shall be entitled to reproduce and use all such data at any time for any purpose whatsoever. For the avoidance of doubt the Supplier shall not use any such data except in connection with the contract.

10.2 Without prejudice to any other provisions of these Conditions, the Supplier warrants that none of the Goods sold hereunder nor any part or component of them infringes any valid patent, trademark, registered design, copyright, label, brand or trade secret owned or controlled by any other company, corporation, firm or person, and the Supplier shall

indemnify the company against all costs, claims, demands, expenses and other losses whatsoever arising from any breach of this warranty. If any claim is made or action brought against the company arising out of the matters referred to in this Condition the Company shall promptly notify the Supplier thereof and the Supplier at its own expense shall render all possible assistance to the Company. This Condition shall not apply where the Goods components or parts which infringe or violate or are alleged to infringe or violate any patent trade mark, registered design, label, brand or trade secret have been produced by the Supplier in accordance with design or drawings prepared by the Company.

103 All working drawings, designs, original artwork and samples supplied by the Company or which are prepared or obtained by the Supplier for and at the sole cost of the Company, shall at all times remain the property of the Company. The Supplier shall maintain all such items in good order and condition and insure them against all risks whilst in its custody and on completion of the contract or as otherwise diverted by the Company shall return them to the Company in good order and condition. Without the Company's prior written consent the Supplier shall not use such items nor authorise nor knowingly permit them to be used by anyone else for or in connection with any purpose other than the supply of the Goods or Services to the Company.

## **11. TERM AND TERMINATION**

11.1 If there is a Supply Agreement, the Contract shall (unless brought to an end under this Condition) start on the commencement date and end on the expiry date therein. In any Contract where there is no Supply Agreement, the term of Contract shall commence on the date that the Contract becomes legally binding pursuant to Condition 2 and shall continue until each party has performed all of its obligations set out in the relevant Contract.

11.2 The Company may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

- (a) the Supplier commits a material breach of the Contract and, where the breach is capable of being remedied, fails to remedy the breach within 30 days after being notified in writing to do so;
- (b) the Supplier makes any composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters into examinership or liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- (c) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Supplier; or
- (d) the Supplier ceases, or threatens to cease, to carry on business; or
- (e) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

## **12. FOOD SAFETY**

12.1 The Supplier warrants that all Goods supplied to the Company together with all necessary instructions, information and warnings supplied therewith will be produced in such a manner as to ensure that under no circumstances could the Goods be held to be defective or injurious to health or unfit for human consumption or contaminated. If the Supplier becomes aware at any time of any incidents, events or discoveries which are in any way relevant to the safe consumption of Goods previously supplied, the Supplier shall immediately issue written notice thereof to the Company. The Supplier shall indemnify, reimburse and compensate the Company for all losses and damages (including costs, expenses and charges for legal action in which the Company may be



involved) that the Company may incur or have to bear as a result of any claim or claims arising as a result of the Goods being adjudged defective or other wise unfit for human consumption. The Supplier undertakes to maintain adequate insurance cover (with insurers of repute) in respect of its liability to the Company pursuant to this Condition and to produce to the Company forthwith on demand a copy or copies of the relevant policy or policies of insurance.

### **13. AUDIT RIGHTS**

13.1 The Supplier shall subject to the Company giving the Supplier reasonable notice, allow for and contribute to audits, including permit the Company (or an auditor appointed on its behalf) to enter and inspect the Supplier's facility, premises and systems, to inspect, audit, and take copies of relevant records and other documents, necessary in order for the Company to verify the Supplier's compliance with these Conditions. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Condition unless the audit identifies a material default by the Supplier, in which case the Company may require any defects or deficiencies to be made good by the Supplier, and require the Supplier to reimburse the Company for all its reasonable costs incurred in the course of the audit. The scope and content of the audit shall be agreed by the parties in advance, and the Company shall comply with any reasonable requirements or directions of the Supplier in order to respect and maintain its confidentiality and other obligations to third parties and not unreasonably disrupt its business operations.

### **14. ETHICAL TRADING**

14.1 The Supplier warrants that it follows fair employment practices and its employees, personnel and other workers have safe working conditions and are paid at least the applicable legal minimum wage. The Supplier further warrants that neither it, nor any other person in its supply chain, uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour.

14.2 The Supplier warrants that it shall, and that its personnel and any other person who perform activities for it within its supply chain shall, comply with all applicable laws, statutes, regulations and codes relating to employment, labour, anti-slavery and anti-human trafficking.

14.3 The Supplier warrants that it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption.

14.4 The Company may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if the Supplier breaches any of the foregoing ethical trading warranties.

### **15. MISCELLANEOUS**

15.1 The Supplier shall not without the written consent of the Company sub- contract or assign all or any part of the Contract. Any authority given by the Company for the Supplier to sub-contract the Contract or any part thereof shall not impose any duty on Company to enquire as to the competency of any authorised sub-contractor but the Supplier shall ensure that any authorised sub-contractor is competent and that the work is properly done. The Company may assign any of its rights or delegate any of its obligations in this Contract to any of its Affiliates, or to any Person acquiring all or substantially all of the Company's assets.

- 152 If any provision of these Conditions is or shall become void in whole or in part the other provisions of these Conditions shall remain fully valid and enforceable and the void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these Conditions.
- 153 Any amendments to the Contract shall be made by agreement evidenced in writing. The Supplier shall advise the Company immediately if such amendments either prevent the specified delivery date(s) being met or have any other significant implication regarding the Supplier's obligations to the Company.
- 154 The terms of the Contract must be strictly complied with notwithstanding that the Company may on an earlier occasion or occasions have waived its rights under these Conditions. The Supplier cannot claim that the Company is unable to exercise any right included herein (in particular the ability to bring a claim), merely because the Company has not exercised that right as yet.
- 155 The Supplier will ensure that its authorised servants or agents visiting any of the Company's premises will observe the Company's standards of Safety and Hygiene and obtain permission to make such a visit.
- 156 The Supplier shall carry out the Services as an independent contractor and not as an employee, agent or partner of the Company. Furthermore, all persons engaged by the Supplier in the performance of the Services shall be engaged as employees of the Supplier and the Supplier shall bear exclusive responsibility for all national insurance contributions, income tax liability or similar deductions to be made in respect of such employees.
- 157 The Supplier will provide and supply (at its expense) all necessary tools and equipment required to perform the Contract and shall ensure that all such tools and equipment are suitable and safe for the purpose for which they are intended to be used.
- 158 The Supplier shall keep secret all confidential information relating to the Company's business which may become known to the Supplier through its performance of the Contract or otherwise save only that such information may be disclosed to the extent necessary for the proper performance of the Contract. The Supplier shall not without the Company's prior written consent use the Company's name or any of its trade marks in connection with the Contract or disclose the existence of the Contract in any publicity material.
- 159 In the event of any strike, lock-out, fire, explosion or accident or of any stoppage of the Company's business or work for reasons beyond its reasonable control which may prevent or hinder the use of the Goods or performances of the Services, delivery of the Goods or performance of the Services (or both), and payment therefore may be suspended or postponed at the Company's option without liability until such time as the circumstances preventing or hindering the use of the Goods and/or performance of the Services have ceased.
- 15.10 This contract is intended and agreed to be for the benefit solely of the parties hereto and their lawful successors and permitted assigns and is not intended to create any right enforceable by any other person.
- 15.11 These Conditions and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland and shall be subject to the jurisdiction of the Irish courts subject to the right of the Company to seek injunctive relief outside Ireland as appropriate.

Signed for and on behalf of **Company**

Signed for and on behalf of **Supplier**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_