

## PURCHASE ORDER TERMS AND CONDITIONS

BY ACCEPTING OUR PURCHASE ORDER YOU ACCEPT THE TERMS AND CONDITIONS OF PURCHASE SET OUT BELOW. THESE TERMS APPLY TO THE EXCLUSION OF ANY OTHER TERMS WHICH THE SELLER SEEKS TO INCLUDE OR INCORPORATE.

These terms and conditions together with any special condition of purchase agreed to in writing by the parties shall constitute the entire agreement between the parties for the supply of Goods and the purchase of Services and shall supersede any provisions incorporated or referred to in the Seller's quotation, sales literature, and acknowledgement of order or elsewhere irrespective of whether such other terms have been notified to the Purchaser.

Unless the context requires otherwise, where this Purchase Order relates solely to the purchase of Goods, references to Services shall be disregarded and where this Purchase Order relates solely to the purchase of Services, references to Goods shall be disregarded.

### 1. DEFINITIONS

1.1. In this Purchase Order:

**"VHI"** means Vhi Group Services DAC trading as Vhi Healthcare and or any affiliate of Vhi Group Services DAC **"Delivery"** has the meaning given in clause 3.1 below.

**"Delivery Time"** means: the date(s) upon which the Goods are to be delivered or the period(s) over which the Services are to be provided, as the case may be.

**"Goods"** means all goods and materials described in the Transaction Details to be supplied to the Purchaser under this Purchase Order.

**"Intellectual Property"** means all intellectual property of whatever nature anywhere in the world and the rights subsisting therein, including, without prejudice to the generality of the foregoing: discoveries; inventions; improvements; designs; processes; research; Know-How; confidential and proprietary knowledge and information and any rights protecting same; works of authorship; computer software; databases; database rights; performances; trade or business names; domain names; patents, utility models and short term patents (and applications for same); trade marks and trade mark applications; rights (registered or unregistered and applications for same) in any design; copyright (including rights in computer software and semi-conductor topographies); business goodwill and reputation and rights protecting same; rights of use of allocated telephone numbers and all intellectual property rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world.

**"Know-How"** means all data and other information, whether confidential or not, relating to the Parties, including without limitation, trade secrets, confidential technical or proprietary industrial, commercial or business information and techniques in any form (including paper, electronically stored data, magnetic media, film and micro film), inventions, discoveries, improvements, processes, formulae, techniques, designs, specifications, drawings, plans, component lists, reports, notes of meetings, photographs, manuals, instructions and any similar proprietary rights which in any way subsist in anywhere in the world.

**"Place of Delivery"** means such location for delivery of the Goods or performance of the Services (as the case may be) as the Purchaser specifies in the Transaction Details.

**"Purchase Order"** means these Terms and Conditions together with the document containing the Transaction Details and the Specification (if any).

**"Purchaser"** means VHI, its legal representatives, employees and authorised agents.

**"Seller"** means the person(s) or entity (-ies) (including permitted assigns) with which the Purchaser places this Purchase Order as identified in the Transaction Details.

**"Services"** means: (a) in cases where this Purchase Order relates to the purchase of services by the Purchaser, all of the services described in the Transaction Details to be performed by Seller under this Purchase Order; and (b) in cases where this Purchase Order relates to the purchase of Goods by the Purchaser, the installation or other services (if any) relating to the purchase and delivery of such Goods as described in the Transaction Details and/or the Specification (if any), together with any services which can be reasonably inferred for the proper execution and completion of this Purchase Order.

**"Specification"** means the specification for the Goods and/or Services (if any) provided to the Seller as set out in the Purchase Order.

**"Terms and Conditions"** means these terms and conditions and any other amending or supplementary terms and conditions which may be agreed in writing by the Purchaser.

**"Transaction Details"** means the transaction details completed by the Purchaser and attached with these Terms and Conditions in the Purchase Order.

### 2. PURCHASE AND SHIPMENT

2.1. The Seller agrees to sell and the Purchaser agrees to purchase the Goods or the Services on the proper execution of this Purchase Order at the Price (as defined in clause 5.1) and on the Terms and Conditions specified in this Purchase Order. These Terms and Conditions apply to the sale and purchase of the Goods or Services set out in the Purchase Order to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Purchaser hereby rejects any terms and conditions which may be provided by the Seller subsequent to receipt by the Seller of these Terms and Conditions.

2.2. The Purchaser will not accept any responsibility for any Purchase Order which is not on an official order form and fully completed and signed by a duly authorised representative of the Purchaser. All correspondence, advice notes, and invoices must quote the order number stipulated on the Purchase Order. All such correspondence, advice notes and invoices must reference the Purchaser.

2.3. The Seller shall ensure that the supply of Goods and/or Services shall be in compliance with all applicable laws, statutes and regulations.

2.4. At its expense, the Seller shall obtain and shall maintain any export licence or other authorisation necessary for the delivery of the Goods to, or the performance of the Services at, the Place of Delivery, and shall provide the certificate of origin and any other documents which the Purchaser may require for the purpose of taking delivery, and evidencing ownership, of the Goods.

2.5. The Seller shall pay, and the Purchaser shall not be liable for, any packing, crating or cartage charges or other charges or duties connected to the packing, delivery, export and importation of the Goods to the Place of Delivery unless expressly stated otherwise in this Purchase Order. The Seller shall ensure that the Goods shall be packed or prepared for shipment having regard to the nature of the Goods and the method of shipment, so as to comply with all applicable laws and regulations, to secure the most competitive transportation rates and to meet the requirements of the carrier (who may be nominated by the Purchaser) to ensure secure shipment. Each container containing Goods must be marked to show quantity, order number, contents, supplier's name and safe-handling instructions.

### **3. DELIVERY**

3.1. The Seller shall deliver the Goods to the Purchaser, or perform the Services at, the Place of Delivery at the Delivery Time ("Delivery").

3.2. Title and property in the Goods shall pass to the Purchaser on completion of Delivery (or in the case of delivery by instalments, upon Delivery of each instalment) unless payment or part payment has been made prior to delivery in which event the title and property in any Goods purchased or allocated by the Seller for the purposes of this Purchase Order shall immediately vest in the Purchaser. In all cases, risk for any Goods shall pass on completion of Delivery of such Goods and not before. Passing of title and property in the Goods shall be without prejudice to any right of rejection the Purchaser has under this Purchase Order or otherwise by law.

3.3. Time shall be of the essence in relation to the delivery of Goods and/or performance of Services in accordance with this Purchase Order, and the Purchaser may reject Goods not delivered or furnished, or Services not performed, at the relevant Delivery Time.

### **4. INSPECTION AND REJECTION**

4.1. The Purchaser may at all reasonable times inspect and test the Goods (including all designs and other components) during manufacture, assembly or processing. Seller shall provide or procure for the Purchaser access at all reasonable times to places where the Goods or any components are being made, assembled or kept and shall procure the provision of all facilities as may reasonably be required for this purpose. Following such inspection, the Purchaser may inform the Seller in writing of any areas in respect of which the Purchaser is of the opinion that the Goods do not comply with this Purchase Order, and the Seller shall thereupon take all necessary steps to ensure such compliance.

4.2. The Purchaser may reject, at Seller's expense:

(a) Any Goods delivered in excess of this Purchase Order, whether paid for or not; and

(b) By written notice to Seller, any Goods or any portion thereof or any Services which are found, at the Delivery Time, or within a reasonable period after Delivery, to be defective or otherwise not to conform to this Purchase Order.

4.3. If the Purchaser rejects any Goods, or Seller fails to deliver any Goods at the relevant Delivery Time, the Purchaser may require the Seller by notice in writing, within the period stipulated in such notice, to replace the rejected Goods with Goods conforming to this Order or to deliver the undelivered Goods (as the case may be), or may at its sole discretion purchase substitute materials from a third party without notice to the Seller. If the Purchaser rejects any Services, or the Seller fails to perform any Services at the relevant Delivery Time, the Purchaser may require the Seller by notice in writing, within the period stipulated in such notice, to re-perform the rejected Services in a manner conforming to this Purchase Order or to perform the unperformed Services (as the case may be), or may at its sole discretion purchase substitute Services from a third party without notice to the Seller. Without limiting the Purchaser's other rights or remedies under this Purchase

Order or otherwise, any expenditure which is incurred by the Purchaser in the purchase of substitute Goods or Services, shall be paid by the Seller to the Purchaser.

4.4. Any rejection by the Purchaser or any acceptance by the Purchaser of credit, reimbursement or replacement shall be without any liability whatsoever on the part of the Purchaser and without prejudice to the Purchaser's other rights in respect of the defective nature or other failure of the Goods or Services to comply with the requirements of this Purchase Order.

### **5. PRICE**

5.1. The price payable by the Purchaser for the Goods or Services shall be the price specified in the Transaction Details (the "Price"). No variation in the Price or the method of payment specified in this Purchase Order will be accepted without the prior written approval of the Purchaser.

5.2. Unless otherwise specified, the Price is firm and fixed and not subject to any price adjustment (or escalation) formula to reflect variations in currency exchange rates, the cost of labour, materials, overheads and/or any other expense.

5.3. Without prejudice to any other term of this Purchase Order, the Purchaser shall only be required to pay for the actual quantity of Goods or as the case may be, Services which are delivered in full compliance with this Purchase Order.

### **6. INVOICES AND PAYMENT**

6.1. The Seller will issue to the Purchaser an invoice for each individual Purchase Order. Invoices must be issued by the Seller. Invoices shall include such information as may be requested by the Purchaser, shall reference the relevant Purchase Order number and the Purchaser and shall be issued in the currency of this Purchase Order.

6.2. The Seller shall invoice the Purchaser for all Goods and/ or Services within 7 days of Delivery. The Purchaser shall, unless otherwise agreed in writing with the Seller, pay an agreed invoice within 60 days after the later of Delivery or receipt and approval by the Purchaser of the invoice. Payment for Goods and/ or Services does not necessarily imply acceptance by the Purchaser of the Goods and/ or Services.

6.3. Payment for Goods or Services supplied to the Purchaser hereunder shall be conditional upon and subject to (i) delivery of the Goods or performance of the Services without their rejection pursuant to clause 4; (ii) provision of an accurately detailed invoice by the Seller as described above; and (iii) where relevant, receipt by the Purchaser of an appropriate VAT invoice in respect of the Goods or Services (iv) the Purchaser having in its possession at the relevant time a valid Tax Clearance Certificate in respect of the Seller.

6.4. The Purchaser reserves the right to deduct from any monies due or becoming due to the Seller under this Purchase Order, any monies owed to or claimed by the Purchaser from the Seller whether under this Purchase Order or otherwise.

### **7. TAXES**

7.1 The Price is inclusive of any and all taxes (except VAT where applicable) and other duties (where applicable) and governmental charges, imposed now or in the future, relating to the production, sale, shipment, importation, use or erection of the Goods or performance of the Services. The Seller agrees to indemnify the Purchaser against and to reimburse it for any

expenditures, liabilities, costs or payments incurred or made by the Purchaser caused by or relating to the Seller's failure to pay such taxes, duties and other governmental charges.

7.2 This Purchase Order and all payments hereunder by the Purchaser shall be conditional on the Purchaser having been provided by the Seller with a valid Tax Clearance Certificate prior to Delivery of the Goods or Services and at the relevant time for payment. If said certificate does not cover the full duration of this Purchase Order, the Seller shall produce further certificates upon the expiration thereof.

7.3 If and to the extent that the Purchaser is required by law to make any deduction or withholding from the Price or any other amount payable to the Seller pursuant to this Purchase Order (including without limitation as a result of application of Part 18 of the Taxes Consolidation Act 1997) the Purchaser shall be entitled to make such deduction or, as the case may be withholding from any such payment due to the Seller hereunder.

## **8. WARRANTIES**

8.1 The Seller acknowledges that:

(a) The Purchaser is relying on the Seller's skill and expertise to ensure Goods are fit for the purpose intended and, in addition to all warranties in favour of the Purchaser, expressed or implied, established by statute, common law or elsewhere set forth in this Purchase Order, the Seller hereby expressly represents and warrants that the Goods (i) will conform to all Specifications, drawings and any other description and standard of performance relating to the Goods provided or accepted in writing by the Purchaser (as the case may be); (ii) will be fit and sufficient for the purpose intended; (iii) will be of best material and workmanship; and (iv) will be free from all patent and latent defects and all liens and encumbrances; and (v) will be of equal quality in all respects to any samples provided; and

(b) The Purchaser is relying on the Seller's skill and expertise to ensure that the Services are provided with due care, skill and diligence and, in addition to all warranties in favour of the Purchaser, expressed or implied, established by statute, common law or elsewhere set forth in this Purchase Order, the Seller hereby expressly represents and warrants that the Services (i) will be provided by appropriately experienced, qualified and trained personnel; (ii) will be rendered with all due skill, care and diligence; and (iii) will conform to all specifications (including the Specifications) and any other description relating to the Services, provided or accepted in writing by the Purchaser (as the case may be). The Seller hereby indemnifies the Purchaser against any and all liabilities, damages, costs or expenses which may accrue to or be sustained by the Purchaser as a result of a breach of the aforementioned warranties by the Seller. The Seller agrees that, at the request of the Purchaser and without prejudice to any other rights the Purchaser may have under this Purchase Order or otherwise, it will promptly remedy any fault in the Goods or Services which constitutes a breach of the aforementioned warranties or where any such fault is not remediable, will promptly supply replacement materials or services to the Purchaser, in each case without cost to the Purchaser.

8.2 The Seller gives a mechanical guarantee for a period of 12 months from the date of the Goods being put into operation or 36 months from the Delivery of the Goods, whichever is the shorter. If during the period covered by the said mechanical guarantee, any part of the Goods is found to be defective due to faulty design, manufacture, materials or workmanship, other than arising from fair wear and tear or mal-operation the Seller shall remedy such fault free of charge and provide a new 12 month mechanical guarantee in respect of the replaced item. Where a defect arising within the aforesaid period does not become apparent until the period has expired, the Seller's liability shall not cease merely because the Purchaser has been unable to give due notice of the defect to the Seller within the said period. The Purchaser may carry out remedial work on Goods if the Seller fails to do so within a reasonable time period after receiving notice from the Purchaser or if urgent remedial work is required to prevent serious material loss or damage. In either case, the Purchaser shall be entitled to reimbursement from the Seller of any costs incurred in the correction of defects including, but not limited to, transport costs, dismantling and assembling costs, costs for changing foundations and public utility conduits, and shall be so reimbursed within 45 days of submission of notice.

8.3 Neither inspection and testing of the Goods before Delivery (whether or not availed of) nor acceptance of the Goods or Services by the Purchaser, nor any payment by the Purchaser for the Goods or Services shall relieve the Seller of its obligations under this Purchase Order. The warranties of the Seller together with its service warranties and guarantees, if any, shall be for the benefit of the Purchaser and, at the Purchaser's option, the Purchaser's customers, and may be assigned by the Purchaser to its affiliates or customers.

## **9. COMPLIANCE**

9.1 The Seller represents and warrants to the Purchaser that:-

(a) all Goods and Services delivered pursuant to this Purchase Order will have been produced, sold and delivered to the Purchaser, and all facilities used by the Seller in connection with the delivery of any Goods or Services shall be, in compliance with all applicable EU, national, federal, state, municipal and local laws and regulations;

(b) all Goods delivered pursuant to this Purchase Order will have been sourced from the sources agreed with the Purchaser and will not have been produced using child labour;

(c) it has obtained and will maintain (at its cost) any necessary licences, clearances, consents, authorisations and permits whatsoever relating to the manufacture, transportation, importation, packing, delivery, sale or performance of the Goods and/or Services to the Purchaser; and

(d) any packaging, marking, labelling and shipping papers for international shipment of all hazardous materials will meet applicable national and International laws and regulations, and Seller hereby indemnifies the Purchaser against any and all liabilities, fines, damages, costs or expenses which may accrue to or be sustained by the Purchaser as a result of a breach of the Seller's warranties under this clause 9.

9.2 Should this Purchase Order involve any hazardous substances or materials as determined by Irish, U.S., EU laws or any other applicable laws or regulations, the Seller warrants that the Seller comprehends the nature of the hazard related to the use, handling and transportation of such materials as applicable to the Seller. Upon receipt of this Purchase Order, the Seller shall notify the Purchaser of any such hazardous materials present in any of the Goods ordered by the Purchaser.

9.3 The Seller shall furnish prior to Delivery all appropriate safety data sheets and any other documentation requested by the Purchaser so as to enable the Purchaser to comply with applicable laws and regulations on receipt of Goods or performance of the Services.

## **10. DRAWINGS, PRINTS AND SPECIFICATIONS: CONFIDENTIALITY**

10.1 Seller agrees that it will not without the Purchaser's written consent use (other than for purposes of supplying the Goods or Services hereunder), sell, loan, publicise or disclose to any third party any of the tools, specifications, blueprints, drawings, designs or any other information prepared specifically for the Purchaser by the Seller in connection with the provision of Goods or Services to the Purchaser under this Purchase Order, or any information of a confidential nature relating to the Purchaser's business or financial affairs (including without limitation documents, products, designs, prices, customers and processes). All

such information shall be and remain at all times the property of the Purchaser and shall be preserved and regarded by the Seller as secret and confidential. Without prejudice to the generality of the foregoing the Seller shall take all proper and reasonable measures to ensure that all information, documentation and materials belonging to or relating to the Purchaser or VHI shall be kept confidential and shall not be disclosed or used save as otherwise expressly permitted by this Purchase Order.

10.2 The Seller will provide at no extra cost to the Purchaser the drawings and documents specified in the Transaction Details at the times specified in the Transaction Details. The Purchaser has the right to approve all drawings, but such approval shall not relieve the Seller of any of its responsibilities under this Purchase Order. The drawings shall not be departed from without the Purchaser's written approval.

10.3 The Seller shall not permit publications about the Goods or Services, or photographs of the Goods to appear without the written authorisation of the Purchaser. The Seller will afford facilities to the Purchaser to take such photographs for the purpose of indicating progress, technical description or publicity.

## **11. SERVICE AND SPARE PARTS**

The Seller shall maintain such stock of genuine spare parts for the Goods as is sufficient to cover commissioning and the ongoing use of the Goods thereafter and shall provide the Purchaser with an up-to-date price list in respect of such spare parts.

## **12. DEVIATIONS**

The Purchaser shall be entitled at any time to require deviation from, addition to, or omission of any of the Services ("Change"). If such Change shall make the Services more or less expensive than if performed in accordance with the original requirements, a fair or reasonable addition or deduction (agreed with the Purchaser in writing) shall be made to the Price. No claim shall be allowed for any extra labour or material by the Purchaser in connection with a Change unless same has been approved in writing by the Purchaser. Acceptance of payment of the Price constitutes waiver of all claims for extra Services or Goods furnished. Any ideas, improvements, information, discoveries, inventions or development arising out of the Services, made by Seller in connection with this Purchase Order which results from or involves suggestions, directions or information given by the Purchaser, shall be the sole and exclusive property of the Purchaser. The Seller and its employees and designers shall fully co-operate in obtaining suitable protection for the Purchaser including, but not limited to, execution of patent applications and assignments as required by the Purchaser.

## **13. INDEMNITY**

13.1 The Seller shall assume full liability for and shall indemnify, protect and hold harmless the Purchaser, its affiliates and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against any and all liability, damage, cost or expense which may accrue to or be sustained by any of the Indemnified Parties resulting from or arising out of (i) any negligence, breach of contract, breach of statutory duty or other wrongful act or omission on the part of the Seller or its subcontractors; or (ii) any claim, suit or action made or threatened against the Indemnified Parties for actual or alleged infringement of any third party's trade mark, patent, copyright or other proprietary right by reason of the manufacture or Delivery of the Goods or supply of the Services by the Seller, the resale thereof by any of the Indemnified Parties, or use or availing of said Goods or Services or any part thereof by the Purchaser for a purpose known to the Seller. The Seller, at the Purchaser's request, shall defend, at its own expense, any such claim, suit or action. The indemnities given by the Seller in this clause 13 shall not apply to any liability, damage, cost or expense caused solely by the negligence of any of the Indemnified Parties.

13.2 Neither party shall be liable for any incidental, punitive, consequential or indirect losses or for any loss of profits or loss of contracts arising out of or in connection with this Purchase Order.

## **14. INSURANCE**

If the Seller's Services involve operations by the Seller on the Purchaser's premises or at any place where the Purchaser conducts operations, the Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such Services and the Seller shall maintain such insurance policies as will protect the Purchaser from said risks, including but not limited to the types and amounts of cover hereinafter set out:

- (a) public liability insurance with a limit of indemnity of not less than €6.5 million per claim or series of claims arising from one event and unlimited in the aggregate;
- (b) employer's liability insurance with a limit of indemnity of not less than €13 million per claim or series of claims arising from one event and unlimited in the aggregate.

In addition from the date of this Purchase Order until completion of Delivery, the Seller is obliged to insure the Goods through product liability insurance with a limit of indemnity of not less than €6.5 million per claim or series of claims arising from one event, and to insure any asset, goods, materials of the Purchaser located on the Seller's premises at any time, against any loss, damage or destruction by any cause whatsoever. Seller shall produce evidence of such insurance upon request by the Purchaser.

## **15. DATA PROTECTION**

15.1f and to the extent that the Seller's performance of its obligations pursuant to this Purchase Order involves the Seller processing personal data as defined in the Data Protection Acts 1988 and 2003 (the "DPA") and the General Data Protection Regulation (2016/679) ("GDPR") on behalf of the Purchaser.

- (a) the Seller will only process such personal data in accordance with the instructions of the Purchaser and solely as strictly necessary for the performance of its obligations under this Purchase Order; and
- (b) the Seller shall implement such technical and organisational security measures as are required to comply with the data security obligations under the DPA;
- (c) the Purchaser (or its authorised representative(s)) shall be entitled, at reasonable times and on reasonable notice, to audit the technical and organisational security measures adopted by the Seller to ensure that such measures comply with the data security obligations in the DPA;
- (d) the Seller shall inform the Purchaser immediately in the event of receiving a data subject access request and to provide such co-operation and assistance as may be required to enable the Purchaser to deal with any subject access request in accordance with the provisions of the DPA;
- (e) the Seller shall notify the Purchaser immediately in the event of any data security breach, actual or suspected, and provide the Purchaser with such co-operation and assistance as may be required to mitigate against the effects of any such breach; and
- (f) no personal data shall be transferred outside of the European Economic Area by the Seller or any of its agents, sub-contractors or business partners without the prior written consent of the Purchaser which consent may be subject to terms and conditions.

## **16. INTELLECTUAL PROPERTY**

16.1 All Intellectual Property in any artwork, designs, computer programmes, systems, scheme plans, sketches, drawings, data, or any other work developed by, drawn by or created or adapted by the Seller pursuant to this Purchase Order shall be the property of the Purchaser. The Seller shall further execute all documents and do all such other acts which may be necessary or desirable to register (where relevant) any Intellectual Property in such works in the name of the Purchaser and to vest the legal and beneficial ownership in any and all such Intellectual Property in the Purchaser. The Seller irrevocably appoints the Purchaser to be his attorney and on his behalf to sign execute and do any such act or thing necessary for the purpose of giving to the Purchaser or its nominee the full benefit of the provisions of this clause.

16.2 The Seller shall not cause or permit anything which may damage or endanger the Intellectual Property or other property of the Purchaser, or the Purchaser's title to it or assist or allow others to do so.

16.3 Nothing in this Purchase Order or in the Seller's status as a Seller shall grant the Seller any right or licence to any copyright, trade secret, or other Intellectual Property owned by the Purchaser.

## **17. FORCE MAJEURE**

17.1 If a party (the "Affected Party") is prevented, hindered or delayed from or in performing any of its obligations under this Purchase Order by a Force Majeure Event, the Affected Party's obligations under this Purchase Order to the extent affected by the Force Majeure Event shall be suspended while the Force Majeure Event continues.

17.2 Where a Force Majeure Event continues for a period of 1 (one) month or longer, the party not affected by the Force Majeure Event shall be entitled to terminate this Purchase Order and the provisions of clauses 18.3 and 18.4 shall apply.

17.3 In this clause 17, "Force Majeure Event" means an event beyond the reasonable control of the Affected Party including, without limitation fire, explosion, flood, war, act of terrorism, act of God, accident, interruption of or delay in transportation, labour trouble, strike, suspension of operations or works at any of the Affected Party's places of business, government action, riot or rebellion.

## **18. TERMINATION**

18.1 If the Seller (i) commits a material or fundamental breach of an obligation under or condition of this Purchase Order; (ii) becomes insolvent; (iii) makes any composition or arrangement with its creditors (iv) has a liquidator, receiver, administrative receiver, examiner or administrator appointed over all or any part of its undertaking; (v) enters into compulsory or voluntary liquidation (other than for the purposes of amalgamation or reconstruction); (vi) suffers the occurrence of any event analogous to those described in any of (ii) to (v) under applicable law; (vii) if the Purchaser has reasonable cause to believe that any of the foregoing circumstances may occur; or (viii) if the Seller indicates in any way, including by its conduct, that it is unwilling to comply with the provisions of this Purchase Order, the Purchaser may terminate this Purchase Order forthwith by notice to the Seller.

18.2 Notwithstanding any of the foregoing, the Purchaser may terminate this Purchase Order in whole or in part at any time by written notice to the Seller provided that in such circumstances the Purchaser shall pay the Seller for any Goods or Services supplied to the Purchaser in accordance with this Purchase Order up to the effective date of termination.

18.3 Upon termination of this Purchase Order, the Seller shall deliver to the Purchaser all documentation relating to this Purchase Order, together with any of the Purchaser's goods, which are in the Seller's custody or control. The Purchaser shall be entitled to enter the Seller's premises, without prior notice, for the purpose of removing therefrom any of the Purchaser's goods or documents.

18.4 Notwithstanding termination of this Purchase Order, the provisions of this Purchase Order shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder. Termination of this Purchase Order by the Purchaser shall be without prejudice to the rights and remedies of the Purchaser in relation to any negligence, omission or default of the Seller prior to such termination.

## **19. PRECEDENCE**

19.1 Unless otherwise expressly agreed in writing by the Purchaser, this Purchase Order alone shall govern the relationship between the Purchaser and the Seller relative to supply of the Goods and/or Services. Notwithstanding anything to the contrary in any document issued by the Seller prior or subsequent to this Purchase Order this Purchase Order shall take precedence over and shall prevail over any terms or conditions specified or referred to by the Seller (whether verbally or in writing and whether set out in the Seller's quotations or invoices or otherwise).

19.2 Any special condition or specific provision of the Purchaser, expressed or referred to in the Transaction Details and Specification shall prevail over these Terms and Conditions insofar as it is inconsistent with them.

19.3 The contents of any Transaction Details, Specification or this Purchase Order may only be amended by agreement of the parties in writing. For the avoidance of doubt, the Purchaser reserves the right to amend these Terms and Conditions to the extent that they apply to any future Purchase Order(s) made between the Purchaser and the Seller.

## **20. GENERAL**

20.1 The Seller assumes all obligations under applicable insurance, employment, benefits and tax legislation with respect to persons employed or otherwise engaged by or on its behalf in the performance and/or production and delivery of Goods or Services under this Purchase Order. If any claim is made or threatened, whether by legal proceedings or otherwise, against the Purchaser or VHI by any person (including without limitation any member of the Seller's staff) on the grounds that any such person supplied or engaged by or performing work (directly or indirectly) on behalf of the Seller in connection with this Purchase Order is or was or is deemed (whether pursuant to section 13 of the Unfair Dismissals (Amendment) Act, 1993 or otherwise) to be or have been an employee of the Purchaser or VHI, then the Seller shall indemnify the Purchaser and/or VHI in respect of all loss, damage or injury and all costs, fees and expenses incurred by the Purchaser or, as the case may be, VHI as a result thereof, including any damages and costs awarded by any court, tribunal or rights commissioner, the cost incurred in compliance with any demand made by the Revenue Commissioners and any loss, costs, fees and expenses suffered or incurred in complying with any order of the court, tribunal or rights commissioner.

20.2 Without prejudice to any other provision of this Purchase Order, the Seller shall not offer, or give or agree to give, any person employed by the Purchaser or VHI any gift or consideration of any kind as an inducement or reward for doing, or for bearing to do, or having done, or forbore to do, any act in relation to the obtaining or performance of this Purchase Order or for showing, or forbearing to show, favour or disfavour to any person in relation to this Purchase Order. In the event of any breach of this clause or the commission of any offence by the Seller or any of the Seller personnel under the Prevention of Corruption Acts 1889 to 2010, or under any legislation analogous to the foregoing in any applicable jurisdiction the Seller shall be regarded as having breached this Purchase Order and the Purchaser may terminate this Purchase Order forthwith. The decision of the Purchaser

shall be final and conclusive in any dispute, difference or question arising in respect of the interpretation of this clause or the right of the Purchaser under this clause to terminate this Purchase Order.

20.4 The Seller accepts and acknowledges that in providing the Services it is acting as an independent contractor, nothing in this Purchase Order shall constitute a partnership or joint venture nor establish a relationship of agency or employment between the Purchaser and the Seller. The Purchaser has no and assumes no liability or responsibility for any of the Seller's personnel and neither the Seller nor any of its staff has any authority to negotiate or conclude any transaction or otherwise enter into any binding commitment on behalf of the Purchaser or VHI.

20.5 Nothing in this Purchase Order shall be deemed to give the Seller any exclusive rights or entitlements against the Purchaser and the Purchaser shall be at liberty to retain the services of third parties at any time and from time to time at its sole discretion.

20.6 Any failure by the Purchaser to enforce or require strict performance by the Seller of any terms or conditions of this Purchase Order shall not constitute a waiver thereof by the Purchaser and the Purchaser may at any time avail itself of the rights and remedies the Purchaser may have for any breach of the terms hereof.

20.7 Notices to be given under this Purchase Order may be served by the Purchaser by sending same by ordinary prepaid post or, facsimile transmission to the address or facsimile number stated in the Transaction Details.

20.8 If for any reason any provision of this Purchase Order shall be or be bound to be void or of no effect or invalid the other provisions hereof shall not be affected thereby and shall continue in full force and effect. The Purchaser and the Seller further agree to replace any such invalid, unenforceable provisions with valid and enforceable provisions designed to achieve, to the greatest extent possible, the business purpose and intent of such invalid and unenforceable provisions.

20.9 Any variation, change or amendment to this Purchase Order is valid only if it is in writing and signed by a duly authorised representative of the Purchaser.

20.10 The rights and remedies provided for in this Purchase Order are cumulative and are not exclusive of rights or remedies provided by law.

## **21. ASSIGNMENT/TRANSFER**

21.1 The Purchaser shall be entitled, at its absolute discretion, at any time and from time to time, without the prior written consent of the Seller, to transfer, assign and/or novate its rights and obligations pursuant to this Purchase Order, in whole or in part, to any third party (whether an associated company of the Purchaser or otherwise and whether to one or more such parties).

21.2 Without prejudice to clause 21.1, if the business and/or legal structure of the Purchaser is re-organised in any manner, the rights and obligations of the Purchaser pursuant to this Purchase Order may, at its absolute discretion, be varied in such manner as the Purchaser may notify to the Seller to reflect any reduced or altered requirement for the Goods as a result of the said re-organisation.

21.3 The Seller may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under this Purchase Order without the Purchaser's prior written consent in writing except as part of a company amalgamation or reconstruction.

## **22. GOVERNING LAW**

This Purchase Order shall be governed by and construed in accordance with the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Courts of Ireland.