

GENERAL TERMS AND CONDITIONS

1. Applicability

1.1 These purchase conditions apply to all enquiries, offers, contracts and the obligations arising from them, by means of which the companies affiliated to Specialist Technical Services. To be referred to hereafter as Specialist Technical Services, obtain goods and/or services from a third party, to be referred to hereinafter as 'the Supplier' or issue the Supplier with (other) instructions, the foregoing to be understood in the widest sense. Goods are defined as tangible objects and property rights.

1.2 Departure from the provisions of these general purchase conditions is valid if and insofar as Specialist Technical Services has expressly accepted the departure in writing.

2. Tenders; Purchase orders and the conclusion and cancellation of contracts

- 2.1 An enquiry for a tender does not bind Specialist Technical Services and counts as an invitation to submit a tender. By submitting a tender, the Supplier undertakes, in relation to Specialist Technical Services., to perform that described in the tender for a fixed total price or a fixed settlement price or variation thereof within the term set for the performance of the contracted activities. The tender will remain valid for a period of sixty calendar days. Any costs associated with the submission of the tender will not be reimbursed by Specialist Technical Services.
- 2.2 In the event of manifest errors or inconsistencies between the components of an enquiry for a tender, the Supplier shall consult with Specialist Technical Services prior to submitting the tender.
- 2.3 Specialist Technical Services is not obliged to award a given contract to the party quoting the lowest price, nor is it obliged to provide any information regarding whether or not the contract concerned will be awarded to the Supplier. Documentation provided by Specialist Technical Services to the Supplier for the purpose of submitting tender must be returned to Specialist Technical Services should no contract come into being.
- 2.4 A contract comes into being if and insofar as Specialist Technical Services accepts a tender by means of a written purchase order.
- 2.5 If a Supplier has not yet commenced with the implementation of a given contract, Specialist Technical Services is entitled to cancel the contract concerned at any time without judicial intervention. In that case, Specialist Technical Services will reimburse the Supplier for all actual expenses substantiated by written proof insofar as these are reasonable. The reimbursement of consequential damages is excluded. If the Supplier commences the contracted activities without having received a purchase order from Specialist Technical Services, it does this at its own expense and risk.

3. Performance of contracted activities

3.1 Apart from requirements resulting from any applicable law, the contracted activities to be performed by the supplier must comply with;

- a) The description and/or the specification supplied by Specialist Technical Services.
- b) Reasonable expectations that Specialist Technical Services May have regarding matters such as characteristics and/or quality and/or reliability described in documents such as these conditions and the tender;
- c) those requirements that can be reasonably made from the point of view of safety, health, welfare and the environment, including those laid down by law;
- d) The requirements and standards of sound workmanship that hold good in the branch of industry concerned.
- e) The time schedule and/or implementation schedule presented or approved by Specialist Technical Services. The requirement that the quality of the materials used, raw and otherwise, be that agreed on, and that the tools and the equipment used meet the most stringent requirements;
- f) The requirement that the personnel to be employed by the Supplier are suitable for the tasks at hand;
- g) The requirement that the contracted activities to be performed by the Supplier include all applications for permits that are needed to implement the contract concerned;
- h) The requirement that the drawings and other preparatory work and/or development Activities carried out in order to implement the contract concerned are included in the activities to be performed by the Supplier.

3.2 Delivery takes place under the agreed incoterms. If no incoterms apply, delivery will be to the site as indicated by Specialist Technical Services The Supplier is bound to inform Specialist Technical Services adequately and in good time if the terms of delivery will be exceeded. Part deliveries or deliveries that take place more than fourteen days after the agreed term require prior written consent from Specialist Technical Services The Supplier is bound, at Specialist Technical Services' request, to supply Specialist Technical Services with a production or implementation schedule and/or to render assistance to Specialist Technical Services should it want to check the progress being made. Delivery is only considered to have taken place if that which has been agreed on has, in compliance with the contract concerned, been completely delivered to or transformed at the site indicated by Specialist Technical Services.

4.0 Terms

4.1 Exceeding the agreed implementation/delivery terms with respect to (*parts of*) the contracted activities to be performed by the Supplier results in the forfeiture of rights, which means that the supplier is in default without further notice. 4.2 The Supplier owes Specialist Technical Services an immediately payable penalty of 0.5% of the agreed total price for every calendar day that the term referred to is exceeded, up to a maximum of 10% of the value of the purchase order. The foregoing is supplementary to Specialist Technical Services' right to claim damages should there be a reason to do so.

5.0 Invoicing; Payment

5.1 Unless otherwise agreed in writing, the Supplier will not send an invoice for the amounts owed by Specialist Technical Services. Sooner than the date of the delivery of the goods or, where appropriate, the date on which Specialist Technical Services accepts the Supplier's performance of the contracted activities. If the contract concerned has

been implemented correctly and completely, Specialist Technical Services Will pay the amount invoiced in respect of this matter within sixty days after receiving and accepting the invoice. Payment does not imply acceptance and does not discharge the Supplier of any obligation it is bound to fulfil in relation to Specialist Technical Services

6.0 Obligation to provide information.

6.1 The Supplier will immediately inform Specialist Technical Services. In writing of every circumstance that might affect or hinder fulfilment of the contract concerned. Specialist Technical Services. will, at the expense of the Supplier where appropriate, have the right to take all actions that it considers necessary or that are reasonable in view of its interests, and/or demand an amendment of the contract concerned or dissolve the contract concerned without judicial intervention, whether this is a result of such information or because Specialist Technical Services has reasonable grounds for suspecting such a circumstance.

7.0 Failure to perform.

7.1 Every failure by the Supplier to fulfil its obligations (*that is, non-compliance of the contracted activities performed by the Supplier with the requirements listed in Article 3, as well as exceeding of the terms as referred to in Article 4*) entitles Specialist Technical Services to unilaterally dissolve the contract concerned, either wholly or in part, without further notice or judicial intervention by means of written notification to the Supplier and/or suspend payment obligations and/or assign implementation of all or part of the contract concerned to third parties, without Specialist Technical Services being liable for any damages and without prejudice to any other rights accruing to Specialist Technical Services, including Specialist Technical Services' right to full compensation for damages.

8.0 Suspension

8.1 Specialist Technical Services is at all times authorised to suspend the contract concerned, either wholly or in part, and oblige the Supplier to cease implementation of the contract concerned for the duration of the term to be stipulated by Specialist Technical Services. Apart from cases in which the suspension where appropriate, the cessation of activities can be attributed to the failure of the Supplier to fulfil its obligations, Specialist Technical Services Will, where opportune, reimburse the Supplier for damages, consisting of direct costs that the Supplier can demonstrate it has actually made, insofar as these are reasonable. Further compensation for damages is excluded.

8.2 The Supplier is obliged to mitigate the damages resulting from such suspension by taking appropriate measures.

8.3 Any additional measures which the Supplier has to take as a consequence of suspension will be settled by means of a Variation to the works, unless the suspension is attributable to any default on the part of the Supplier.

9.0 Termination of a contract

9.1 In addition to the provisions of Article 7, Specialist Technical Services is authorised to immediately dissolve (*without further notice*) the contract concerned without judicial intervention in each of the following cases:

a) If the Supplier or the person who has put himself forward as a guarantor for the Supplier's obligations or has furnished security, applies for a temporary moratorium, is

declared to be in a state of bankruptcy, voluntarily or involuntarily goes into a process of winding-up, ceases operating activities, or takes a decision to cease winding-up or apply for bankruptcy or moratorium;

b) If a change occurs in respect of the shareholders of the Supplier, insofar as this circumstance entails a considerable increase in risk according to Specialist Technical Services' judgement; c) If the Supplier assets are threatened with judicial measures.

10 Industrial property rights; Rights to drawings, design etc.

10.1 The Supplier guarantees that the performance of the contracted activities and the normal use of their results, in the widest sense, will not infringe on any patents, copyrights, trademark rights or other exclusive rights of any third party, and the Supplier will indemnify Specialist Technical Services Against, and assure Specialist Technical Services of full compensation for, all claims in respect hereof as well as the costs Specialist Technical Services.. Incurs defending itself.

10.2 The Supplier shall use all drawings and documents only for the purpose of the contract and shall return them carriage paid to Specialist Technical Services on Specialist Technical Services' request at any time or if no request is made on completion of the contract.

10.3 The Supplier shall be responsible for any errors or omissions in the drawings, calculations or particulars supplied by it whether or not such information has been approved by the company.

11 Secrecy/Confidentiality

11.1 The Supplier will maintain secrecy with respect to the existence and contents of the contract concerned, as well as all know-how and data, that it gains knowledge of in the context of implementing the contract concerned ,and will bind third parties involved in implementing the contract concerned to observance of similar secrecy in writing .

11.2 All records in any medium including accounts, documents, drawings and other papers including private notes concerning Specialist Technical Services.. and all copies and extracts made or acquired by the Supplier in the course of the contract are the property of Specialist Technical Services and the Supplier - uses them only for the purpose of Specialist Technical Services and returns them to Specialist Technical Services.. on demand at any time and without demand on the termination of the contract.

12 Transfer; Third parties

12.1 The Supplier is not permitted to transfer the contract concerned or rights and obligations arising by virtue thereof to third parties, or have them fulfilled by third parties, without explicit, prior written consent from Specialist Technical Services entitled to attach conditions to its consent.

12.2 In emergency cases and, in addition, if it can be reasonably concluded after consultation with the Supplier that it cannot or, where appropriate, will not be able to fulfil its obligations arising by virtue of the contract concerned, or do so in time or properly, Specialist Technical Services.. is authorised to demand that the Supplier subcontracts the implementation, wholly or in part, at the Supplier's own expense and risk. The foregoing does not discharge the Supplier from its obligations arising by virtue of the contract.

12.3 The Supplier will be responsible to Specialist Technical Services for the actions of subcontractors and third parties it employs as it would be for its own actions or negligence. The Supplier guarantees that such subcontractors and third parties will observe the provisions of these general purchase conditions, as well as all other regulations and stipulations that Specialist Technical Services declares applicable in respect of the activities to be performed .The Supplier guarantees that Specialist Technical Services will also be able to exercise its powers arising by virtue thereof in relation to subcontractors and third party.

13 Liability

13.1 The Supplier is liable for and will indemnify Specialist Technical Services against all claims pertaining to damages resulting directly or indirectly from non-compliance or improper compliance, with the contract concerned, or from the breach of any other contractual or non- contractual obligation to Specialist Technical Services or third parties.

13.2 For the purpose of this article, the term ‘third party’ also includes Specialist Technical Services personnel, third parties directly or indirectly employed by Specialist Technical Services, and the personnel of such third parties.

14 Insurances

14.1 The Supplier is obliged, at its own expense, to insure itself and keep itself insured against its liability in the widest sense of the word – vis-à-vis Specialist Technical Services and third parties(including, but not restricted to professional liability, product liability, and third party risk). The Supplier will present the policy concerned for inspection when requested to do so by Specialist Technical Services In this regard, Specialist Technical Services is not obliged to inspect the policy. Specialist Technical Services will verify insurances are adequate

15 Law and Jurisdiction

15.1 Both the contract and these terms of conditions shall be governed by Irish law and both Specialist Technical Services.. and the Supplier consent to the exclusive jurisdiction of the Irish courts in all matters regarding them.

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SPECIAL CONDITIONS REGARDING THE DELIVERY OF GOODS

16 Quality and description of goods to be delivered

16.1 The goods to be delivered must:

- a) Be in compliance with that stated in the contract concerned with respect to quantity, description and quality.
- b) Be in accordance with and satisfy the specifications stated to be applicable in all respects.
- c) Be accompanied by the necessary instructions to Specialist Technical Services or, where appropriate, its personnel, in order to enable Specialist Technical Services or, where appropriate, its personnel to independently use the delivered goods.

16.2 Insofar as the goods to be delivered include products;

- a) The products must be manufactured from sound, new materials and be properly constructed.
- b) The products must be suited to the purpose for which they are intended.
- c) The products must be fabricated using parts of raw materials of traceable origin.
- d) The products must not contain asbestos or other carcinogenic substances, or be Otherwise dangerous to health.
- e) The necessary documents, such as packing lists, guarantee or quality certificates, attestations, drawings, instruction manuals, spare parts lists maintenance instructions, data, specification sheets and factory acceptance tests as required must be supplied to Specialist Technical Services.. on request or together with the goods concerned on delivery. Test and commissioning documentation must be supplied immediately on completion. Failure to do so and at the discretion of Specialist Technical Services will result in payment being withheld. In view of Specialist Technical Services' environmental policy PDF or disc format of information is requested for all of the above documentation. See article 5 invoicing; payment.
- f) The design, composition and quality of the products must satisfy all appropriate Statutory requirements, regulations and European guidelines (including CE Markings)
- g) The products must be provided with type, series and device numbers and an indication of origin in the form of adequate markings made by the manufacture or importer, or, if this is not possible, the packaging of the delivered goods will be provided with such markings.
- h) The invoices concerned will be sent to Specialist Technical Services in duplicate together with the goods concerned on delivery, and, apart from the date, invoice number and order number, they must also specify the name of the manufacturer and the importer, and the type, series and device numbers.

17 Inspection and testing

17.1 Specialist Technical Services reserves the right to examine and check the production or assembly of the contracted goods, or have it examined. Inspection or testing does not discharge the Supplier of any guarantee or other obligation arising by virtue of the contract concerned.

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18 Changes; Variations in work carried out

18.1 Specialist Technical Services is at all times authorised to demand that the quantity and/or quality of the goods to be delivered be changed. Specialist Technical Services is authorised to make modifications to the drawings, models, instructions, specifications, etc., that relate to the goods to be delivered.

18.2 If in the opinion of the Supplier, the foregoing will have a consequences for the fixed price and delivery term agreed on, the Supplier will, prior to implementing the change, inform Specialist Technical Services of this in writing as soon as possible, but no later than within eight calendar days after it has been informed of the change concerned. If, in the opinion of Specialist Technical Services, the consequences for the price and/or delivery term are unreasonable, Specialist Technical Services is entitled to dissolve the contract concerned by means of written notice to the Supplier, unless this would be unreasonable in view of circumstances. Dissolution in pursuance of this paragraph does not entitle either of the parties to claim compensation for any damage whatsoever.

19 Transfer of property and risk

19.1 The risk involved with the goods to be delivered is not transferred from the Supplier to Specialist Technical Services until delivery has taken place. Specialist Technical Services does not become the owner of the goods until the moment of actual delivery. The Supplier guarantees the ownership it transfers is full and unencumbered.

19.2 The repair, treatment or processing of products that Specialist Technical Services gives to the Supplier for that purpose is at the risk of the latter during the period of repair, treatment or processing.

20 Price

20.1 The price agreed on is binding and can never be increased as a consequence of changes in exchange rates, purchase prices, freight charges, import and export duties, excises, levies, taxes, raw materials or semi-finished goods, wages and other amounts that the Supplier owes to third parties.

20.2 The Price includes:

- a) Import duties, excises, levies and taxes (with the exception of value added tax);
- b) All levies or costs in respect of applications for permits for production.
- c) The costs of the instructions to be given by the Supplier to Specialist Technical Services or, where appropriate, its personnel.
- d) Compensation for the use of intellectual property rights as referred to in article 10.
- e) All costs associated with or resulting from the performance of the activities referred to in article 3.
- f) All other costs that are to be borne by the Supplier according to or by virtue of the contract concerned or these general purchase; and furthermore.
- g) Everything necessary for the proper implementation of the contract concerned in observance of the prevailing standards, regulations and requirements regarding sound workmanship, even if the foregoing is not mentioned explicitly in the contract concerned.

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21 Guarantee

21.1 The Supplier guarantees that the delivered goods will meet the requirements of article 3 and 16 in all respects.

21.2 If, after accepting the delivered goods, Specialist Technical Services informs the Supplier in writing of any shortcoming therein within the guarantee period specified in the contract concerned, the Supplier is obliged to immediately repair the shortcoming free of charge, unless the Supplier demonstrates that the shortcoming has been caused by incorrect or inexperienced use. If in Specialist Technical Services' reasonable opinion, the repair of the shortcoming as referred to hereinbefore requires the replacement of parts of the delivered goods or, where appropriate, products, the Supplier is obliged to replace those parts.

21.3 In the event of a shortcoming, Specialist Technical Services is authorised to return the goods concerned or part thereof to the Supplier at the risk and expense of the latter, unless the parties have agreed that the necessary replacement or repair will be carried out on Specialist Technical Services' working premises at the expense of the Supplier.

21.4 If the Supplier continues to be in default with respect to the fulfilment of those of its obligations referred to in this article, Specialist Technical Services is entitled to make the replacement or repairs referred to, or to have them made, at the cost of the Supplier and without further warning, in emergencies and in the event that it is unable to contact the Supplier.

21.5 As concerns the replacement or repair of the delivered goods, the agreed guarantee period starts anew from the moment that Specialist Technical Services accepts the replacement or repair.

21.6 If the goods are intended for incorporation for installations or systems supplied by Specialist Technical Services the guarantee period begins from the moment Specialist Technical Services delivers those installations or systems to its principal.

22 Liability of and the indemnification by the Supplier

22.1 The Supplier is responsible for the reimbursement of all costs and damages-including losses resulting from an injury and damage to property – caused by a shortcoming in the tools or materials used by the Supplier in order to implement the contract concerned and/or any negligence on the part of the Supplier or its subordinates or the third parties it employed to implement the contract concern22.2 The Supplier will fully indemnify Specialist Technical Services in respect of the liability referred to in paragraph 1. Insofar as the shortcoming concerned affects safety or the environment, this liability also remains unprejudiced after the guarantee period.

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Conditions for the supply of services, execution of assignments and acceptance of work.

23 Safety; Health; Welfare and the Environment

23.1 The Supplier is responsible for welfare and safety, health and environmental circumstances at the work site. The Supplier must keep to all applicable statutory regulations, standards and local safety and environmental legislation the supplier is responsible for the safety health and welfare of is employees and all others who may be affected by their operations.

23.2 The materials, equipment and tools used by the Supplier (including but not limited to cranes, hoists and lifting equipment, ladders and scaffolding) must meet all necessary Safety requirements and be in a sound state of repair.

23.3 Employees who, in the opinion of Specialist Technical Services, behave in a dangerous manner on the work site must be immediately removed from the work site at first request will be subject to the Specialist Technical Services disciplinary procedures The Supplier must ensure that these employees are replaced immediately.

23.4 If Specialist Technical Services observes an unsafe situation caused by the Supplier, the former is entitled to have the activities cease without being liable for damages and without such an interruption constituting force majeure vis-à-vis the Supplier.

23.5 Employees of the Supplier concerned must be provided by their respective Supplier with all necessary approved personal protective Equipment.

See section SOP 010 QA manual re pre qualification requirements This must be incorporated here

24 Intervention in activities

24.1 If, in the opinion of Specialist Technical Services, the activities are proceeding such that the time period stipulated for the achievement of the contracted work to be performed, or a part thereof, will be exceeded, or if, in the opinion of Specialist Technical Services, the Supplier is not performing, or has not performed, the activities according to the stipulations of the contract concerned and/or according to the requirements of sound workmanship, Specialist Technical Services will inform of this in writing.

24.2 If within 2 weeks after receiving notification as referred to in paragraph 1 of this article, the Supplier has not, in the opinion of Specialist Technical Services, taken measures such that the delay will be made good within a short period of time, or such that the abovementioned stipulations and requirements will be met, Specialist Technical Services authorised without judicial intervention and without prejudice to any rights it may otherwise possess, to take all such measures that it considers necessary, which includes dismissing the Supplier from carrying out the activities and performing them itself or having them performed by third parties acting under its instruction . In that case, the Supplier will render Specialist Technical Services and said third parties all the assistance they require.

24.3 All external and internal costs that Specialist Technical Services has to incur in connection with the provisions of paragraph 2 will be borne by the Supplier, which

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will reimburse Specialist Technical Services of these costs immediately. At the very least, these costs will include reimbursing Specialist Technical Services for its Supervision and overhead costs.

24.4 If warranted by operating circumstances, safety and/or statutory legislation, Specialist Technical Services is also entitled to immediately intervene in the work outside the circumstances referred to in paragraph 1, without this releasing the Supplier from its liability. Specialist Technical Services will notify the Supplier of such intervention as soon as possible.

25 Transfer of rights and obligations and subcontracting

25.1 The Supplier is forbidden to transfer or assign the contract concerned or any part thereof, or any rights or claims arising by virtue thereof, to third parties without the prior written permission from Specialist Technical Services

25.2 The Supplier will not subcontract the contract concerned, or any part thereof other than that part of the contract in respect of which the third party concerned is referred to in the contract or specification concerned, without prior permission from Specialist Testing Service.

25.3 The permission referred to in paragraphs 1 and 2 will not release the Supplier from any obligations arising by virtue of the contract concerned.

26 Materials, equipment, parts, drawings and similar objects provided by Specialist Technical Services..

26.1 Materials, equipment, parts, drawings and similar objects that Specialist Technical Services. Provide the Supplier with for the purpose of implementing the contract concerned remain the property of Specialist Technical Services and must be returned in good condition after the contract concerned has been implemented.

26.2 Until the items referred to in paragraph 1 have been returned to Specialist Technical Services, their possession will be at the risk of the Supplier, and the latter is obliged to keep them in a good state of repair.

26.3 When the Supplier receives the items referred to in this article, it must verify whether they correspond with the specifications and whether they are clearly marked as being the property of Specialist Technical Services

27 Anti-Bribery Compliance

27.1 The Contractor / Supplier or any person employed, engaged by or connected to the Contractor / Supplier shall not:

27.1.1 offer, promise, give or agree to give to any person employed, engaged by, or connected to the Employer any gift, consideration or advantage as an intentional inducement or reward for any improper act or failure to act in connection with this Agreement or any other agreement or arrangement between the parties, including the award of any agreement or business and any of the rights and obligations arising out of or in connection with any such relationship; nor

27.1.2 enter into this Agreement or any other agreement or arrangement with the Employer in connection with which commission has been paid or has been agreed to be

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paid by the Contractor / Supplier or on its behalf, or to its knowledge unless, before the relevant agreement is entered into, the particulars of any such commission and of the terms and conditions of any such contract for the payment of such commission have been disclosed in writing to the Employer.

27.2 If the Contractor / Supplier or any person employed or engaged by or connected with the Contractor / Supplier breaches Clause 27.1.1 or any provision of the Republic of Ireland Bribery Act or any other relevant anti-corruption legislation, the Employer shall be entitled to terminate this Agreement by written notice with immediate effect.

27.3 The decision of the Employer shall be final and conclusive in any dispute, difference or question arising in respect of:

27.3.1 The interpretation of this Clause; and

27.3.2 Where a breach as described in Clause 27.1.2 has occurred, the right of the Employer under this Clause 1 to terminate this Agreement, and/or any Service.

27.4 Any termination of this Agreement under Clause 27.1.1 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues to the Employer.

27.5 If the Contractor / Supplier commits or suspects that anyone employed engaged by or connected to the Contractor / Supplier has committed an act or omission in breach of Clause 1.1, the Contractor / Supplier shall inform the Employer immediately in writing and in full confidence.

27.6 Without prejudice to the Employer's right to terminate this Agreement under this Clause , the Contractor / Supplier shall indemnify and keep indemnified the Employer against all losses, damages, costs (including legal costs), proceedings, claims, liabilities or expenses suffered or reasonably and properly incurred by the Employer arising out of or in connection with any breach of this clause.

27.7 Our full Business Ethics Principles are found at Specialist Technical Services head office Waterford.