

## PURCHASE ORDER TERMS AND CONDITIONS

### 1. **General**

- (a) This Purchase Order is placed subject only to the Terms and Conditions included in this Purchase Order and the reference to any proposal from Seller is only for the purposes of specifying basic information concerning price, the description of item(s), quantities, terms of payment, and delivery and then only as such terms are consistent with the terms and conditions herein.
- (b) Any of the Seller's Terms and Conditions which are in addition to or are inconsistent with these Terms and Conditions will be construed as proposals for addition to this Purchase Order and will not be binding unless agreed to in writing by the Buyer. For the avoidance of doubt, in the event of conflict between the Seller's Terms and Conditions and the Buyer's Terms and Conditions, the latter will prevail. Commencement of performance by the Seller in the absence of the Buyer's agreement to the proposals will constitute Seller's acceptance of this Purchase Orders Terms and Conditions to the entire exclusion of the Seller's Terms and Conditions. The Buyer may at its discretion, require acceptance of this Purchase Order by means of a written acknowledgement within ten days of the date of this Purchase Order.
- (c) This Purchase Order shall be governed and construed by the Sale of Goods and Supply of Services Act, 1980 (as may be amended from time to time).

### 2. **Assignment**

Seller may not assign either its rights or obligations under this Purchase Order without the prior written consent of Buyer except that claims for monies due or to become due under this Purchase Order may be assigned by Seller provided that Seller shall supply Buyer promptly with two copies of any such assignment. Payment to an assignee of any such claim shall be subject to set-off or recoupment against any claim(s), which Buyer may have against Seller and a provision setting forth this right of the Buyer, shall be included in each such assignment. Buyer reserves the right to make direct settlements and/or adjustments in price with Seller under the terms of this Purchase Order, notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee. For the avoidance of doubt, the Buyer may assign either its rights or obligations (or both) under this Purchase Order to its associated subsidiary companies or to any third party without the prior consent of the Seller.

### 3. **Subcontracts**

Except for articles proprietary to Seller, none of the contemplated work to be performed hereunder may be subcontracted (except delivery of goods) without Buyer's prior written consent and approval and it shall be a condition of any such consent that the Seller shall:

- (a) ensure and be responsible for the compliance by any sub-contractor with the terms of this Purchase Order;
- (b) include in the sub-contract, provisions consistent with these conditions for the benefit of and enforceable by the Buyer; and
- (c) furnish the Buyer with copies of any sub-contract upon the Buyer's request at any time.

For the avoidance of doubt, where the Seller appoints a subcontractor to perform any of the work contemplated hereunder, the prior written consent of the Buyer to the said appointment shall in no way create any contractual relationship between the Buyer and any sub-contractor. The Seller shall be fully responsible for those matters delegated to and performed by any sub-contractor appointed by it and for the acts and omissions of all of its sub-contractors to the same extent as the Seller is responsible for the acts and omissions of persons directly employed by it.

### 4. **Facilities and Special Equipment**

The Seller represents that it now has, or can readily procure without assistance of the Buyer or any other party, all facilities necessary for the timely performance of this Purchase Order. Special dies, tools, patterns, and the like, used in manufacture of the articles herein ordered shall be furnished by, and at the expense of, Seller and shall be kept in good condition for follow-on orders, and when necessary, shall be replaced by Seller without expense to Buyer.

### 5. **Materials and Insurance**

Any material furnished by Buyer on other than a charge basis in connection with this Purchase Order shall be deemed bailed to the Seller for mutual benefit, and title thereto shall at all times remain in the Buyer, Seller agrees to pay for all such materials spoiled by it or not otherwise satisfactorily accounted for. The Seller shall clearly mark and store all such materials so that they can be identified as the property of the Buyer, make them available for inspection by the Buyer at any time and comply with all instructions from the Buyer with regard to them. Seller agrees to return those materials with carriage paid to the Buyer at the Buyer's request at any time, or if no request is made on completion of the contract.

Seller agrees to procure a policy or policies of insurance in form satisfactory to the Buyer, insuring all of Buyer owned and supplied property on Seller's premises against loss or damage.

### 6. **Passing of Title/Risk**

Title and risk in the articles shall not pass to the Buyer until physical delivery of the articles to the Buyer or its authorised agent is made.

7. **Packing and Shipping**  
The Seller must ensure all articles are suitably prepared and packed for shipment so as to secure safe delivery, the lowest transportation rates and to meet carrier's requirements. If possible to accomplish, without involving delay, Purchase Orders shall be combined to make minimum less than truckload "LTL" or truckload shipments. No charges will be allowed for packing, crating or carriage unless stated in the Purchase Order. Each container must be marked to show Buyer's Purchase Order number, and a packing sheet showing Purchase Order number must be included in each package or single unit of LTL shipment or with each truckload shipment. For the avoidance of doubt, the Seller shall be liable for any damage caused to the articles during transportation until title and risk of loss pass to Buyer at the time of physical receipt of the articles by Buyer. In this regard, the Buyer shall be entitled to such remedies as are set out in Clauses 11 and 12.
8. **Invoices**  
Individual invoices must be issued for each shipment applying against this Purchase Order. Value Added Tax, where applicable, shall be shown separately on all invoices. Freight and other charges must be shown if discount is not allowed on full amount of invoice. All invoices issued must bear the Purchase Order number that the invoice is being issued against. Delay in receiving an invoice, invoicing for material shipped ahead of specified schedule, or invoices rendered with errors and omissions will be considered just cause for Buyer to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of the goods or the date of invoice, whichever is later.
- Payment of an invoice is deemed to be late if it is not paid within sixty days of the specified contract payment date (if applicable) or if no such date is specified, the later of the date of receipt of the invoice, or receipt of the goods or the services. Interest will be charged for each day in excess of this sixty day period at the European Central Bank base rate plus 7 percentage points and the provisions of the European Communities (late payment of commercial transactions) Regulations, 2002 (SI No. 388/2002) will be modified accordingly.
9. **Inspection**  
All articles ordered will be subject to final inspection and approval by Buyer after delivery, notwithstanding prior payment, it being expressly agreed that payment shall not constitute final acceptance. Buyer may without liability, reject, return or require replacement of any article which contains defective material or workmanship or otherwise does not conform to this Purchase Order, applicable drawings, specifications or samples. In this regard, the Buyer shall have a right to be compensated for any resulting costs and expenses it incurs. Time is of the essence in relation to delivery of the articles and performance of the services by the Seller under this Purchase Order.
- The Buyer, at its discretion, may employ either 100% inspection or an approved sample plan. Lots which fail to pass such sampling plans may be subsequently 100% inspected by Buyer (Seller will be charged for all such inspection costs) or at Buyer's option, returned to Seller. Rejected articles or lots which are returned shall be returned at Seller's risk and expense for sorting, correction, replacement, or credit, as Buyer may elect. Exercise of these remedies shall not be exclusive of any other remedies provided in law or equity, which are available to Buyer.
10. **Change**  
Buyer may at any time by written Change Order make changes in the articles or services to be furnished hereunder or their quantities or delivery dates. If the cost of, or time required for, furnishing the articles or services ordered hereby is increased or decreased as a result of such Change Order, an equitable adjustment in the order price and/or delivery schedule will be made in the Change Order, of its claim for such an increase in price or delay in delivery.
- This Purchase Order, shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written Change Order hereto signed by the Buyer's authorised representative.
11. **Delivery**  
The Buyer may request the Seller to furnish such timetables, programmes of manufacture or completion as the Buyer requires and may require the Seller to promptly advise the Buyer in writing if such programmes are, or are likely to be, delayed.
- If Seller's deliveries fail to meet the schedules herein specified with the result that the Buyer requires, and Seller makes, express shipments, partial shipments, or both, then Seller agrees to assume all resulting excess shipping charges. In addition, the Seller shall be responsible for any expenses incurred to deliver any incorrectly delivered articles to the correct delivery point or return any items delivered in excess of the quantity specified in the Purchase Order. Parts fabricated by Seller beyond Buyer's releases are at Seller's risk. Invoices covering material shipped in advance of that specified by delivery schedules will not be paid until their normal maturity after the date specified for delivery.
- Notwithstanding the provisions of the preceding paragraph, neither party shall be liable for delays or defaults due to causes beyond its reasonable control and without its fault or negligence, except however, when, and in the event that Seller fails to give immediate written notice to Buyer, setting forth the cause of any anticipated delay when the Seller has reason to believe that deliveries will not be made as scheduled.
12. **Warranties**  
Seller warrants that all articles furnished under this Purchase Order will be free from defects in material and workmanship, and will strictly conform to applicable specifications, drawings, samples or other descriptions and that articles of Seller's design will also be free from defects in design. The Seller further warrants that all articles furnished under this Purchase Order will be free from encumbrances and that all articles supplied will comply with the Sale of Goods and Supply of Services Act, 1980 (as may be amended from time to time). In addition, the Seller shall use its best endeavours to assign to the Buyer all benefits of any manufacturers warranties or any other guarantee to which the articles may be subject. Seller further expressly warrants that all services performed under this Purchase Order will be free from defects in workmanship. These warranties shall remain in effect, as to each article

furnished, serviced and/or repaired hereunder for a period of time consistent with the warranty life normally offered by the Seller. All warranties shall be construed as conditions as well as warranties and shall not be deemed to be exclusive. The benefits of this warranty shall accrue to Buyer's customers, and assigns to the same extent they shall accrue to Buyer. Articles ordered to certain specifications shall comply with such specifications as are current at the date of this Purchase Order unless otherwise particularly specified by the Buyer. Under circumstance of Breach of Warranty, Buyer shall be entitled to avail itself cumulatively of all remedies provided in law or in equity. Seller shall make timely responses to Buyer's notifications of Breach of Warranty and shall respond understanding (and Seller agrees) that time will be of the essence in all instances.

The Seller shall compensate and indemnify the Buyer in full or demand for all loss, damage, or injury to the Buyer, any claim in respect of loss, damage or injury made against the Buyer by the third parties and any costs and expenses arising in connection with them which result from the Seller's failure to comply with the Purchase Order (whether negligent or otherwise) and in particular resulting from any neglect in the articles or their materials, construction, workmanship or design (to the extent that the Seller is responsible for design). This indemnity shall remain in full force after conclusion of, or sooner termination by either party of the Purchase Order.

The Seller undertakes that the articles are safe and without risk to health when properly used and comply in all respects with all legal obligations in force at the date of delivery. The Seller shall supply in respect of the articles such information about the use of them as is required by law and which enables the Buyer to comply with them insofar as it is required by law to do so.

13. **Patents**

Seller agrees to save Buyer, its customers, and agents harmless from any loss, damage or liability incurred on account of any alleged infringement of any patent with respect to any article furnished under this Purchase Order provided that such article is not manufactured pursuant to Buyer's design. Seller also agrees that it will, at its own expense, defend any action, suit or claim in which infringement is alleged provided Seller is duly notified as to such suit. In case the article or any part thereof is held to constitute an infringement and the use of the article or any part thereof is enjoined, Seller shall, at its own expense, either procure for Buyer the right to continue using the article or any part thereof, or replace same with non-infringing article or part thereof, or modify the article so that it becomes non-infringing, or in the event of the impossibility of the foregoing options grant Buyer a credit for the purchase price of such article. Seller shall not be liable to Buyer if any patent infringement or claim thereof is based upon the use of the article in combinations with other items where such infringement or claim thereof would not have occurred from the normal use for which the article was designed.

Where performance under this Purchase Order includes experimental, developmental, or research effort and such work is paid for, in whole or in part as such by Buyer, Seller agrees to disclose to Buyer all confidential processes, or know-how or trade secrets resulting therefrom and, on request, to assign to Buyer each invention and property right resulting therefrom.

14. **Termination**

- (a) Buyer reserves the right to terminate this Purchase Order, or any part thereof, and to cancel all or any part of the undelivered portion of this Purchase Order if Seller does not make deliveries as provided in this contract, or if Seller breaches any of the Terms hereof, including the warranties. Buyer shall also have the right to terminate this Purchase Order or any part thereof and cancel all or any part of the undelivered portion in the event of the happening of any of the following:

Insolvency of Seller, the appointment of a receiver over any of the assets of the Seller, the appointment of any examiner pursuant to the provisions of the Companies Act, 1990, filing of a voluntary petition in bankruptcy, filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty days from the date of such filing, or the execution by Seller of any assignment for the benefit of creditors. Buyer shall have no obligations to Seller in respect of the cancelled portion of this Purchase Order and may at its discretion return the delivered portion of this Purchase Order. If the Buyer returns any articles delivered under this Purchase Order as a result of the insolvency of the Seller, the Seller shall return all payments already made for the returned articles. Where the Buyer elects to keep any articles already delivered under this Purchase Order, it shall account to the Seller for them at a proportion of the price or the value to the Buyer, whichever is less, but otherwise no compensation shall be payable to the Seller on termination. If, as a result of default of performance by the Seller, this contract is terminated in whole or in part and it is necessary to procure any of the specified articles or services elsewhere, then Seller shall be liable for any re-procurement charges which exceed the amount which would have been due the Seller if it had satisfactorily completed this Purchase Order. These remedies shall be cumulative and additional to any other or further remedies provided in law or in equity.

- (b) Buyer may, for its convenience, terminate work under this Purchase Order, in whole or in part, at any time by giving notice to Seller in writing. Seller will thereupon immediately stop work on this Purchase Order or the terminated portion thereof and notify any subcontractors to do likewise. Seller shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination, such costs to be determined in accordance with recognised accounting principles. Seller shall also be entitled to a reasonable profit on the work done prior to such termination at a rate not exceeding the rate used in establishing the original purchase price. The total of such claim shall not exceed the pro rata portion of this Purchase Order, which is cancelled.
- (c) Termination claims shall be subject to inspection and audit by the Buyer in the event of cancellation under the above clause.

15. **Proprietary Information/Copyright**

Seller agrees that all information contained in drawings, specifications etc. which are submitted by Buyer to Seller under or pursuant to this Purchase Order, is proprietary to Buyer and is submitted with the understanding that agreement by Seller that such information shall not be utilised in whole or in part by Seller, except for fulfillment of this Purchase Order, without written permission of Buyer. The Seller agrees to return such information, carriage paid, to the Buyer at the Buyer's request at any time, or if no request is made, on completion of the Purchase Order. The Seller agrees that the copyright in any such information belongs to the Buyer.

16. ***Information Proprietary to Seller***  
Any information which is proprietary to Seller and which is disclosed in the articles or documents furnished to Buyer hereunder shall be deemed to have been disclosed as part of the consideration for this Purchase Order and the Buyer shall have full right to its use as Buyer sees fit.
17. ***Advertising***  
Any advertising of this Purchase Order (including the articles supplied hereunder and pictures, descriptions, or samples thereof) by Seller is prohibited except with Buyer's approval.
18. ***Governing Laws***  
This Purchase Order shall be governed by Irish law and the Seller consents to the exclusive jurisdiction of the Irish Courts in all matters regarding it except to the extent that the Buyer invokes jurisdiction of the Courts of any other country.
19. ***No Waiver***  
No failure or delay on the part of the Buyer in exercising any right, power or privilege under this Purchase Order shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Purchase Order preclude any other or further exercise there, or the exercise of any right, power or privilege.
20. ***Confidentiality***  
The Seller shall not at any time, whether before or after the termination of this Purchase Order divulge or use any unpublished technical information deriving from the Buyer or any other confidential information in relation to the Buyer's affairs or business or method of carrying on business and the Seller shall use its best efforts to ensure that its employees, agents and sub-contractors comply with this undertaking.
21. ***Severability***  
Each of the provisions of this Purchase Order are separate, severable and enforceable and, accordingly if at any time any provision is adjudged by any court of competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.