

**Conditions for Purchasing Goods by Vision Contracting Limited
(Hereinafter "Vision")**

IMPORTANT: PLEASE READ THE FOLLOWING AGREEMENT AND THESE OPERATING CONDITIONS HERETO, WHICH TERMS AND CONDITIONS FORM PART OF THIS AGREEMENT (HEREINAFTER REFERRED TO AS THE "**CONDITIONS**"). BY ENTERING INTO THIS AGREEMENT WITH VISION, YOU WILL BE BOUND BY AND ARE DEEMED TO HAVE ACCEPTED TO BE BOUND BY THE CONDITIONS IN THEIR ENTIRETY AND AS SHALL BE AMENDED FROM TIME TO TIME.

If you are uncertain as to your rights under this Agreement or you require an explanation as to your rights, please write or telephone us at the below address or telephone number provided below:

Vision Contracting Limited
Registered Address: Melbourne House, Melbourne Business Park, Model Farm Road, Cork
Phone: (021) 487 4930
Email: info@visioncontracting.ie

Purchasing Conditions

1. Definitions

- 1.1. "Agreement"** shall mean the conditions of purchase and leasing of Goods, incorporating and binding the Parties and incorporating these Conditions.
- 1.2. "Conditions"** means these conditions setting out the obligations of each party with respect to the delivery, inspection and collection of Goods and/or Services.
- 1.3. "Contractor"** refers to Vision Contracting Limited, having its registered office at Melbourne House, Melbourne Business Park, Model Farm Road, Cork, Ireland.
- 1.4. "Goods" and/or "Services"** refer to the products, materials and/or services provided by the Supplier under these Conditions.
- 1.5. "Purchase Order"** refers to any written request for Goods or Services made by the Contractor to the Supplier.
- 1.6. "Procurement Team"** means a designated team within Vision what have the sole responsibility with procuring suppliers for the provision of the Goods and Services.
- 1.7. "Price"** shall mean the sales value of the Goods, which may include delivery costs, as agreed between the Company and the Customer.
- 1.8. "Site"** means the designated location for the supply of Goods and Services, as specified by Vision in the Purchase Order,
- 1.9. "Site Manager"** means the designated site manager at a particular location in which the Contractor request deliver of Goods or Services, the identify of which will be available on the Purchase Order, and if excluded, same should be readily available on request to any Contractor representative on Site.
- 1.10. "Special Conditions"** means unique and independent terms which may be included in the quotations from time to time, as agreed between the Company and the Customer.
- 1.11. "Supplier"** refers to the company or individual providing Goods and/or Services to the Contractor and is inclusive of companies or individuals nominated by clients.

1.12. “Terms and Conditions” means the terms and conditions provided by the Supplier for the sale or supply of Goods or Services.

2. Scope

- 2.1.** This Agreement seeks to provide clarity on the role and obligations of each party with respect to the delivery, inspection and collection of Goods, with a view to facilitating a seamless commercial relationship.
- 2.2.** Given the complexities of modern dynamic organisations, it is incumbent on the Parties to engage with these Conditions to reduce future conflict.

3. Applicability

- 3.1.** These Conditions govern all Purchase Orders issued by the Contractor to the Supplier unless otherwise agreed in writing.
- 3.2.** By accepting a Purchase Order, the Supplier agrees to these Conditions, which shall be in addition to any Terms and Conditions furnished by the Supplier.
- 3.3.** To the extent that there is any conflict between these Conditions and the Suppliers Terms and Conditions, these Conditions will prevail.
- 3.4.** No guarantees, either corporate or personal are provided by the Contractor, its employees or directors, under these Conditions.

4. Formation of Contract

- 4.1.** The Suppliers acceptance of the Purchase Order is subject to these Conditions herein and it agrees, accepts, and acknowledges that it is signifying its agreement to be strictly bound by these Conditions. If the Supplier does not read, or if it disagrees with any aspect of this Agreement and these Conditions, it should not enter into this Agreement with the Contractor.
- 4.2.** By entering into this Agreement, the Supplier acknowledges that it has read, understood, and fully agrees to the Purchase Order and these Conditions and the Supplier agrees to be strictly bound by these Conditions herein.
- 4.3.** These Conditions shall form the basis of the contract between the Contractor and the Supplier. Notwithstanding anything to the contrary in the Suppliers quotation, or the supplier’s standard terms and conditions, these Conditions shall apply except so far as expressly agreed in writing by a person authorised to sign on behalf of the Contractor.
- 4.4.** These Conditions seek to provide clarity around the procedures with regards to the Suppliers role in supplying Goods, and the Contractors role in accepting and retuning Goods where applicable.

5. Acceptance

- 5.1.** Unless otherwise expressly stated in writing, all quotations issued by the Supplier are invitations to treat. The Contractor’s Purchase Order is an offer, which offer will be accepted by the Supplier on delivery of the Goods or provision of Services.
- 5.2.** The acceptance by the Supplier of the Purchase Order and delivery of the Goods to the site, shall constitute acceptance of these Conditions.
- 5.3.** These Conditions may be subject to such further Special Conditions as set out on the Purchase Order from time to time.

- 5.4. Where more than one Supplier has entered into the Agreement, the Suppliers shall be jointly and severally liable for all liabilities under this Agreement.
- 5.5. Upon acceptance of these Conditions by the Supplier the Conditions are irrevocable and can only be amended with the written consent of the Company.
- 5.6. In the event of any conflict, or apparent conflict between these Conditions and the Suppliers terms and conditions, these Conditions shall prevail.

6. Purchase Orders

- 6.1. The Contractor is not bound by any Supplier terms that conflict with these Terms unless explicitly agreed in writing.

6.2. Goods

- 6.2.1. Written instruction from anyone other than the Procurement Team is not an instruction to supply Goods to the Site. Any Goods supplied to projects without a valid Purchase Order will be deemed to be supplied Free of Charge.
- 6.2.2. Purchase Orders are required before Goods are sent to the Site and will not be generated retrospectively.
- 6.2.3. Purchase Orders are issued as per the quotation provided by the Supplier. Any delivery charges which are not included in the quotation and not subsequently referenced in the Purchase Order will not be discharged on the invoice.
- 6.2.4. All materials must be as per specification, as set out in the Purchase Order, or agreed in writing between the Parties. Deviation from specification MUST be agreed in writing with the Contractor's Procurement Team in advance.
- 6.2.5. Changes to lead times quoted must be advised in writing via email only.

6.3. Plant Hire ("Plant")

- 6.3.1. Hiring of all plant will be carried out by the Procurement Team only. Failure to adhere to this may result in non-payment of subsequent invoice.
- 6.3.2. Off-hire to be confirmed by email by the Contractor or its Procurement Team, using the on-hire email showing the Purchase Order reference and items on hire.
- 6.3.3. Once Plant has been off hired and an off-hire reference given, charges for such Plant are to cease. Credit notes will be requested on all plant which is charged beyond the off-hire period.
- 6.3.4. Plant costs are to be suspended over the Annual Christmas Period, being a full two working weeks.
- 6.3.5. All Plant off-hired must be collected within three working days from the Site. If Plant goes missing after this period, the Contractor accepts no liability for recovering of costs to the supplier.
- 6.3.6. All plant returned to the Supplier depot must be advised by email to purchasing@visioncontracting.ie
- 6.3.7. All plant delivered to Site must be fit for purpose. GA1 certificates to be issued to the Site Manager before delivery and all electrical tools must be PAT tested and in safe working order.
- 6.3.8. All plant to be delivered to the Site must be full of diesel / Bowsers TBC by Supplier.
- 6.3.9. Once plant is returned to the Supplier, the Contractor must be advised in writing of any shortages or damages within 48 hours of collection, in the absence of a timely

notification the Contractor will not be liable for any alleged damage, defect or liability.

- 6.3.10. Plant Hire charges for Tower Cranes, Builders Hoist, Mast Climbers and other supply and install plant hire equipment are not to commence until such time as the Procurement Team and Site Manager have been given a copy of the commissioning certificate for same.

7. Pricing

- 7.1.** Prices stated in the Purchase Order are fixed unless otherwise agreed in writing. If a Purchase Order is issued, awaiting confirmation on rates, the Parties shall agree rates within 7 days of the issuance of a Purchase Order. In the event of a dispute under this clause, the Dispute Resolution provisions set out at clause 19 shall apply.
- 7.2.** The Supplier warrants that the prices charged are competitive and not higher than prices charged to other customers for similar Goods or Services.

8. Delivery

- 8.1.** The Supplier shall deliver Goods or Services to the Site by the date specified in the Purchase Order. The Supplier will adhere to the delivery instructions on the Purchase Order email and ensure that Site specific guidelines are followed. The delivery driver must call the Site Manager in advance of delivery if requested to do so in the Purchase Order.
- 8.2.** Time is of the essence. Late delivery may result in the Contractor seeking remedies, including damages or termination of the Purchase Order.
- 8.3.** All deliveries must be accompanied by a delivery note detailing the Purchase Order number, description, and quantity of the Goods. Delivery dockets must be available upon request (dockets are not valid unless signed by the designated Site Manager. Courier dockets will not be accepted as proof of delivery.

9. Returns

- 9.1.** On return or collection of the Goods, the Supplier shall notify the Procurement Team of the date and time and the items to be collected. When directed to do so by the Procurement Team or the Purchase Order, the Supplier or its representative shall notify the Site Manager of the collection and shall provide the Site Manager with a signed receipt confirming collection of the relevant Goods.
- 9.2.** Goods returned require a returns docket signed by both a designated Site Manager and a Supplier representative.

10. Inspection and Acceptance

- 10.1.** Goods and Services may be subject to inspection and approval by the Contractor upon delivery or within 24 hours of delivery to the Site.
- 10.2.** The Contractor reserves the right to reject Goods or Services that do not comply with the Purchase Order or are found to be defective.

11. Defective Goods

- 11.1.** Upon delivery of the Goods or completion of the works, the Contractor will inspect the Goods and notify the Supplier in writing within three (3) working days of any alleged defects,

shortages in quantity, damage or failure to comply with the description as set out in the Purchase Order and agreed between the Parties.

- 11.2.** For Goods deemed defective and rejected by the Contractor, the Supplier's liability is limited to either replacing or repairing the Goods, at the Contractor's discretion.

12. Invoicing and Payment

- 12.1.** The Supplier must submit a valid invoice clearly referencing the Contractor's Purchase Order number.
- 12.2.** All invoices must be submitted to the Contractor's accounts department by email suppliers@visioncontracting.ie by the 10th working day of each month. Failure to do so will result in payment for said invoice being delayed until the following month end payment run.
- 12.3.** Payment will be held on any invoice which does not match the respective Purchase Order. Supplier will be notified and clarification sought before said invoice is approved for payment.
- 12.4.** Payment will be processed 30 days (or 60 days if this applies) after the end of the month in which the invoice was received.
- 12.5.** The Contractor reserves the right to withhold payment in cases of disputes over quality or performance.

13. Warranty

- 13.1.** The Supplier warrants that all Goods and Services shall conform to the specifications, be free from defects, and be of merchantable quality.
- 13.2.** The Supplier warrants to ensure compliance with all applicable laws, industry standards and industry best practices and warrant that it has obtained all necessary authorisations to perform all obligations arising under this Agreement.
- 13.3.** The Supplier warrants to notify the Contractor promptly with regards to any significant damage, health, safety or security concerns with respect to the supply of Goods or Services at the Site.
- 13.4.** The Supplier warrants to notify the Contractor immediately of any claim being brought against the Supplier and/or the Contractor in relation to the provision of Services at the Premises.

14. Liability

- 14.1.** Nothing in this agreement will exclude or limit a party's liability for:
- 14.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 14.1.2. fraud or fraudulent misrepresentation or wilful default; and
 - 14.1.3. any matter in respect of which it would be unlawful to exclude or restrict liability.
- 14.2.** The Contractor shall not be liable for any loss, damage, or injury to the Supplier (or any individual in receipt of the Supplier's Goods or Services) or any third party arising out of or in connection with the Supplier's actions or conduct at the Site, except where such loss, damage, or injury is caused by the gross negligence or wilful misconduct of the Contractor.
- 14.3.** The Supplier shall be solely responsible for any and all damages, losses, or injuries arising from their actions or conduct at the Site. The Supplier agrees to promptly remedy any damage to the Site caused by their use and/or actions, at their own expense. The Contractor may elect to engage third parties to remedy any damage caused by the Supplier, at the Supplier's expense.

14.4. The Supplier's use of the Site is restricted to the agreed upon delivery of Goods and/or Services, as set out in the Purchase Order. The Supplier shall be expressly liable for any and all damages, losses, or injuries arising from its supply of Goods or Services, and the Supplier hereby agrees to indemnify and hold harmless the Contractor with respect to this clause.

15. Insurance

15.1. The Supplier must maintain adequate public liability, product liability, and employer's liability insurance, in respect of its obligations under this Agreement and shall furnish satisfactory evidence of such insurance(s) to the Contractor whenever requested to do so.

16. Indemnity

16.1. The Supplier shall indemnify the Contractor against any claims, damages, or expenses arising from the supply of defective Goods or Services or Supplier negligence.

16.2. The Supplier shall provide an indemnity against any claims, proceedings, actions, loss, damage or expense whatsoever either to itself or to any third party as a result of the actions arising out of the Supplier's provision of Goods or Services at the Site.

16.3. The indemnities contained in this clause shall remain in full force and effect notwithstanding termination by either party in any manner whatsoever

17. Confidentiality

17.1. Any information provided by the Contractor to the Supplier must be treated as confidential and not disclosed to third parties without prior written consent.

18. Termination

18.1. The Contractor reserves the right to cancel any Purchase Order, in whole or in part, if the Supplier fails to meet its obligations under these Terms and Conditions.

18.2. Termination shall not affect any rights or remedies accrued by the Contractor.

19. Dispute Resolution

19.1. If a dispute arises out of or in connection with this Agreement (a "**Dispute**") either party can during the term of this Agreement by notice in writing (a "**Referral Notice**") to the other party refer the matter for resolution.

19.2. Upon receiving a Referral Notice, the parties' representatives or relationship manager will meet within five (5) days to attempt to resolve the Dispute in good faith.

19.3. If the Dispute is not resolved within ten (10) days of the Referral Notice, it will be escalated to senior representatives of each party, who will meet within fifteen (15) days to attempt to resolve the Dispute in good faith.

19.4. If the Dispute remains unresolved within twenty (30) days of the Referral Notice, the parties may choose to attempt mediation in accordance with the CEDR Model Mediation Procedure. In the absence of an agreement on the mediator, the mediator will be nominated by CEDR, and mediation will commence within twenty-one (21) days of the mediation request. Either party may withdraw from mediation at any time.

19.5. Subject to clause 19.7, the procedures set out in clauses 19.1 to 19.4 will be followed before the commencement of any proceedings by either party in relation to a Dispute.

19.6. Any of the time periods in clauses 19.1 to 19.4 may be abridged or extended with the agreement in writing of the parties

19.7. Nothing in this clause will prevent or delay either party from:

- 19.7.1. seeking orders for specific performance, interim or final injunctive relief;
- 19.7.2. exercising any rights it has to end this Agreement; or
- 19.7.3. commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions.

20. Governing Law

20.1. These Terms and Conditions are governed by the laws of Ireland.

20.2. Any disputes shall be subject to the exclusive jurisdiction of the Irish courts.

21. Force Majeure

21.1. Neither party shall be liable for delays or non-performance caused by events beyond their reasonable control, including but not limited to natural disasters, strikes, or governmental actions.

22. Severability

22.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect. The invalid, illegal, or unenforceable provision will be deemed modified to the extent necessary to make it valid, legal, and enforceable, while preserving the intent of the parties as closely as possible.

23. General

23.1. Any amendments to these Terms and Conditions must be agreed upon in writing by both parties.

23.2. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

24. Notices

24.1. Any notices required under these Terms shall be in writing and sent to the registered addresses of the parties.

Acknowledgement

The Supplier acknowledges and agrees to comply with these Terms and Conditions as part of all transactions with the Contractor.

[DIGITAL ACKNOWLEDGEMENT]