

BORD GÁIS ÉIREANN - 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 SUPPLIER SEEKS TO INCLUDE OR INCORPORATE.

1. DEFINITIONS

1.1. 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.

1.2. In this Purchase Order:

"Applicable Laws" means all Acts of the Oireachtas, statutory instruments, regulations, orders and other legislative provisions which in any way relate to these Terms and Conditions, the supply of the Goods or the Services, and any code or guidance as may be issued from time to time by any regulator or relevant industry authority.

"Approved Sub-contractor" means the Supplier sub-contractors as may be approved by BGE from time to time for the purpose of the performance of the Services or supply of the Goods in accordance with these Terms and Conditions.

"BGE" means Bord Gáis Éireann and any subsidiary or holding company of Bord Gáis Éireann or a subsidiary of any such holding company, including BGE Networks and BGE Energy, or an Irish Water Entity (whether as divisions of BGE or as separate legal entity) or such other parties (including any nominee service company) as BGE may specify from time to time, its legal representatives, employees and authorised agents.

"Charges" shall have the meaning given in clause 5.1.

"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, as specified by BGE in the Transaction Details.

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

"Good Industry Practice" means in relation to any activity or circumstance, the exercise of such skill, care, diligence, prudence, experience, expertise, foresight and judgment as would be expected from a highly skilled and highly experienced person engaged in the provision of goods and/or services similar to the Goods and/or Services and complying with its contractual obligations and Applicable Laws under the same or similar circumstances;

"Incoming Supplier" means a supplier who provides services or supplies goods which are equivalent or similar to the supply of part or all of the Goods/Services, as the case may be, which are to be provided to BGE after termination of 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); trademarks 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 BGE 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).

"Supplier" means the person(s) or entity(-ies) (including permitted assigns) with which BGE places this Purchase Order as identified in the Transaction Details, and shall include any holding company or subsidiary of the supplier entity.

"Services" means: (a) in cases where this Purchase Order relates to the purchase of services by BGE, all of the services described in the Transaction Details to be performed by Supplier under this Purchase Order; and (b) in cases where this Purchase Order relates to the purchase of Goods by BGE, 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 Supplier as set out in the Purchase Order.

"Supplier Personnel" means the employees, and permitted agents and Approved Sub-Contractors, of the Supplier.

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

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

2. PURCHASE AND SHIPMENT

2.1. The Supplier agrees to sell and BGE agrees to purchase the Goods or the Services on the proper execution of this Purchase Order at the Charges (as defined below) 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 Supplier seeks to impose or

incorporate, or which are implied by trade, custom, practice or course of dealing. BGE hereby rejects any terms and conditions which may be provided by the Supplier other than these Terms and Conditions.

2.2. BGE will not accept any responsibility for any Purchase Order which is not on an official BGE order form, which shall include these Terms and Conditions and which is not fully completed and signed by a duly authorised representative of BGE. All correspondence, advice notes, and invoices must quote the order number stipulated on the Purchase Order to which they relate. All such correspondence, advice notes and invoices must reference BGE.

2.3. The Supplier shall ensure that the supply of Goods and/or Services shall be in compliance with all Applicable Laws and in accordance with Good Industry Practice.

2.4. At its sole expense, the Supplier shall obtain and shall maintain any export licence or other authorisation necessary for the supply and 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 BGE may require or as maybe required by Applicable Laws, for the purpose of taking delivery, and evidencing ownership, of the Goods.

2.5. The Supplier shall pay, and BGE 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 Supplier 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 BGE) 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 Supplier shall deliver the Goods to BGE, 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 BGE 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 Supplier for the purposes of this Purchase Order shall immediately vest in BGE. 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 BGE has under this Purchase Order or otherwise under Applicable Laws.

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 BGE may reject Goods not delivered or furnished, or Services not performed, at the relevant Delivery Time or in accordance with such time frames as may be set out in this Purchase Order.

4. INSPECTION AND REJECTION

4.1. BGE may from time to time at all reasonable times inspect and test the Goods (including without limitation all designs, materials and other components) applicable to a Purchase Order during manufacture, assembly or processing. Supplier shall provide or procure for BGE access from time to time at all reasonable times to places where the Goods or any components are being made, manufactured, assembled, processed or kept including without limitation, the premises of any Approved Sub-Contractor of the Supplier and shall procure the provision of all facilities as may reasonably be required for this purpose. Following such inspection, without prejudice to any right it may have to reject the Goods hereunder, BGE may inform the Supplier in writing of any areas in respect of which BGE is of the opinion that the Goods do not comply with this Purchase Order, and the Supplier shall thereupon take all necessary steps to ensure such compliance. For the avoidance of doubt responsibility for quality of the Goods (and all related issues) rests solely with the Supplier.

4.2. Any inspection and testing by BGE of the Goods pursuant to this clause 4 shall not be deemed or interpreted by the Supplier as acceptance by BGE of the Goods or of any waiver or forbearance by BGE of the Supplier's obligations pursuant to this Purchase Order. Prior to dispatching the Goods to BGE, the Supplier shall conduct its own internal, reasonable and appropriate tests and inspections of the Goods with a view to ensuring compliance by the Goods with this Purchase Order and shall, if so requested by BGE and without prejudice to BGE's rights hereunder or otherwise, supply certificates of the results of any such tests or inspections as may be reasonably required.

4.3. BGE may reject, at Supplier's expense and without prejudice to any other rights BGE may have hereunder:

- (a) any Goods delivered in excess of this Purchase Order, whether paid for or not; and
- (b) by written notice to Supplier, any Goods or any portion thereof or any Services which are found, at any time to be defective or otherwise not to conform to this Purchase Order or if the Supplier fails to comply with any of its obligations under this Purchase Order.

4.4. If BGE rejects any Goods, or Supplier fails to Deliver any Goods at the relevant Delivery Time or otherwise fails to comply with any of its obligations under this Purchase Order, BGE may require the Supplier by notice in writing, within the period stipulated in such notice, to remove the Goods (or, where part only of the Goods are rejected, the rejected Goods) from their Place of Delivery or such other location as may be specified by BGE, replace the rejected Goods with Goods conforming to this Purchase Order or to Deliver the undelivered Goods (as the case may be), or may at its sole discretion rescind this Purchase Order and purchase substitute materials from a third party without notice to the Supplier, and, in such circumstances as are described in this clause 4.4 title and risk to the sold Goods shall at all times remain with the Supplier. If BGE rejects any Services, or the Supplier fails to perform any Services in accordance with its obligations under any Purchase Order, BGE may require the Supplier 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 Supplier. Without limiting BGE's other rights or remedies under this Purchase Order or otherwise, any expenditure which is incurred by BGE in the purchase of substitute Goods or Services, shall be paid by the Supplier to BGE.

4.5. Any rejection by BGE or any acceptance by BGE of credit, reimbursement or replacement shall be without any liability whatsoever on the part of BGE and without prejudice to BGE'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. CHARGES

5.1. The charges payable by BGE for the Goods or Services shall be the charges specified in the Transaction Details which shall constitute the only charges which the Supplier is entitled to charge on the terms and conditions set out in this Purchase Order including any and all ancillary or incidental goods/services which the Supplier has offered to provide and/or as are specified in this Purchase Order (the "Charges"). No variation in the Charges or the method of payment specified in this Purchase Order will be accepted without the prior written approval of BGE.

5.2. Unless otherwise specified, the Charges are firm and fixed and not subject to any adjustment (or escalation) formula to reflect variations in currency exchange rates, the cost of labour, materials, overheads and/or any other expense incurred by the Supplier in performing its obligations under this Purchase Order.

5.3. Without prejudice to any other term of this Purchase Order, BGE 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 including, without limitation, the provisions set out in clause 6.3 below.

6. INVOICES AND PAYMENT

6.1. The Supplier will issue to BGE an invoice for each individual Purchase Order. All invoices must be issued by the Supplier. Invoices shall reference the Supplier's VAT number, the relevant Purchase Order number and BGE, shall be issued in the currency of this Purchase Order and shall include such other information as may be requested by BGE.

6.2. The Supplier shall invoice BGE for all Goods and/or Services within 7 days of Delivery. BGE shall, unless otherwise agreed in writing with the Supplier, pay an agreed invoice within 45 days after the later of Delivery or receipt and approval by BGE of the invoice. For the avoidance of doubt, payment for Goods and/or Services does not necessarily imply acceptance by BGE of the Goods and/or Services.

6.3. Payment for Goods or Services supplied to BGE 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 Supplier as described above; (iii) where applicable, receipt by BGE of an appropriate VAT invoice in respect of the Goods or Services in such form and within such timing as may be required under Irish or other Applicable Laws; and (iv) BGE having in its possession at the relevant time a valid Tax Clearance Certificate in respect of the Supplier.

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

6.5. The Supplier warrants that the Charges payable in respect of the supply of the Goods and/or the provision of the Services, as the case may be, under this Purchase Order will be no

greater than the charges payable by any other customer of the Supplier for similar goods to the Goods or services to the Services anywhere worldwide.

7. TAXES

7.1. The Charges are 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 Supplier agrees to indemnify BGE against and to reimburse it for any expenditures, liabilities, costs or payments incurred or made by BGE caused by or relating to the Supplier's failure to pay such taxes, duties and other governmental charges as may be payable by the Supplier in accordance with the terms and conditions of this Purchase Order and with Applicable Laws.

7.2. This Purchase Order and all payments hereunder by BGE shall be conditional on BGE having been provided by the Supplier 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 Supplier shall produce further certificates upon the expiration thereof.

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

8. WARRANTIES

8.1. The Supplier acknowledges that:

- (a) BGE is relying on the Supplier's skill and expertise to ensure Goods are fit for the purpose intended and, in addition to all warranties in favour of BGE, expressed or implied, established by Applicable Laws including statute, common law or elsewhere set forth in this Purchase Order, the Supplier 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 BGE (as the case may be); (ii) will be fit and sufficient for the purpose intended; (iii) will be of best material and workmanship; (iv) will be free from all patent and latent defects and all liens and encumbrances; (v) will be of equal or superior quality in all respects to any samples provided; and (vi) will be supplied and delivered in accordance with Good Industry Practice; and

- (b) BGE is relying on the Supplier'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 BGE, expressed or implied, established by statute, common law or elsewhere set forth in this Purchase Order, the Supplier 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 in accordance with Good Industry Practice; and (iii) will conform to all specifications

- (including the Specifications) and any other description relating to the Services, provided or accepted in writing by BGE (as the case may be). The Supplier hereby indemnifies BGE against any and all liabilities, damages, costs or expenses which may accrue to or be sustained by BGE as a result of a breach of the aforementioned warranties by the Supplier. The Supplier agrees that, at the request of BGE and without prejudice to any other rights BGE 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 BGE, in each case without cost to BGE.
- 8.2. The Supplier 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, including but not limited to defects due to faulty design, manufacture, materials or workmanship, other than arising from fair wear and tear or mal-operation, the Supplier 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 of the mechanical guarantee has expired, the Supplier's liability shall not cease merely because BGE has been unable to give due notice of the defect to the Supplier within the said period. BGE may carry out remedial work on Goods if the Supplier fails to do so within a reasonable time period after receiving notice from BGE or if urgent remedial work is required to prevent serious material loss or damage. In either case, BGE shall be entitled to reimbursement from the Supplier 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. To the extent that the Supplier has received the benefit of any warranties from any Approved Sub-contractor or vendor of any Goods which extends beyond the Warranty Period applicable under Clause 8.2, the Supplier shall, to the extent that the Supplier is legally able to do so, assign the benefit of all such warranties to BGE.
- 8.4. Neither inspection and testing of the Goods before Delivery (whether or not availed of) nor acceptance of the Goods or Services by BGE, nor any payment by BGE for the Goods or Services shall relieve the Supplier of its obligations under this Purchase Order. The warranties of the Supplier together with its service warranties and guarantees assigned in accordance with clause 8.3 above, if any, shall be for the benefit of BGE and, at BGE's option, BGE's customers, and may be assigned by BGE to its affiliates or customers.
- 9. COMPLIANCE**
- 9.1. The Supplier represents and warrants to BGE that:-
- (a) all Goods and Services delivered pursuant to this Purchase Order will have been produced, sold and delivered to BGE, and all facilities used by the Supplier in connection with the delivery of any Goods or Services shall be, in compliance with all Applicable Laws, including but not limited to all 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 BGE and will not have been produced using child labour or using methods which otherwise violate the principles of public international law;
- (c) it has obtained and will maintain for the duration of this Purchase Order, including any extensions thereto, (at its cost) licences, clearances, consents, authorisations, certificates, approvals and permits and registrations commercially or legally necessary to enable it to rely upon, or engage in, the manufacture, transportation, importation, packing, delivery, sale or performance of the Goods and/or Services to BGE; and
- (d) any packaging, marking, labelling and shipping papers for international shipment of all hazardous materials will meet all Applicable Laws including national and international laws and regulations, and Supplier hereby indemnifies BGE against any and all liabilities, fines, damages, costs or expenses which may accrue to or be sustained by BGE as a result of a breach of the Supplier'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, the Supplier warrants that the Supplier comprehends the nature of the hazard related to the use, handling and transportation of such materials as applicable to the Supplier. Upon receipt of this Purchase Order, the Supplier shall notify BGE in writing of any such hazardous materials present in any of the Goods ordered by BGE, and in any case, no later than 30 days prior to Delivery.
- 9.3. The Supplier shall furnish prior to Delivery all appropriate safety data sheets and any other documentation requested by BGE so as to enable BGE to comply with Applicable Laws on receipt of Goods or performance of the Services.
- 10. DRAWINGS, PRINTS AND SPECIFICATIONS; CONFIDENTIALITY**
- 10.1. Supplier agrees that it will not without BGE's prior 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 or part thereof, which has been prepared specifically for BGE by the Supplier in connection with the provision of Goods or Services to BGE under this Purchase Order, or any information of a confidential nature relating to BGE's business or financial affairs whether in written or any other form (including without limitation documents, products, designs, prices, processes and any information which might identify customers of BGE). All such information shall be and remain at all times the property of BGE and shall be preserved and regarded by the Supplier as secret and confidential. Without prejudice to the generality of the foregoing the Supplier shall take all proper and reasonable measures to ensure that all information, documentation and materials belonging to or relating to BGE or BGE shall be kept confidential and shall not be disclosed or used save as otherwise expressly permitted by this Purchase Order or as may be required under Applicable Laws.
- 10.2. The Supplier will provide at no extra cost to BGE the drawings and documents specified in the Transaction Details within the timeframes specified in the Transaction Details. BGE has the right to approve all drawings, but such approval shall not relieve the Supplier of any of its responsibilities under this Purchase Order.

The specifications set out by the drawings shall not be departed from without BGE's prior written approval.

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

11. SERVICE AND SPARE PARTS

The Supplier shall maintain such stock of genuine spare parts for the Goods as is sufficient to cover any further commissioning by BGE of additional Goods or spare parts as may be required by BGE from time to time and the on-going use of the Goods by BGE thereafter and shall provide BGE with a price list in respect of such spare parts upon the Delivery of the Goods, and the Supplier shall continue to make any such spare parts or Goods available to BGE at the Charges set out therein.

12. DEVIATIONS

BGE shall be entitled at any time to require deviation from, addition to, or omission of any of the Services or to the supply of Goods as are set out in this Purchase Order ("**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 BGE in writing) shall be made to the Charges. No claim shall be allowed for any extra labour or material used by the Supplier in connection with a Change unless same has been approved in writing by BGE. Acceptance of payment in respect of the Goods or Services provided further to a Change constitutes waiver of all Supplier claims in respect of extra services or Goods furnished to BGE. Any ideas, improvements, information, discoveries, inventions or development arising out of the Services or the supply of the Goods, made by Supplier in connection with this Purchase Order which results from or involves suggestions, directions or information given by BGE, shall be the sole and exclusive property of BGE. Without prejudice to the provisions of clause 16 (Intellectual Property) of this Purchase Order, the Supplier and its employees and designers shall fully co-operate in obtaining suitable protection for BGE including, but not limited to, execution of patent applications and assignments as required by BGE.

13. INDEMNITY

13.1. The Supplier shall assume full liability for and shall indemnify, protect and hold harmless BGE, 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 fraud, fraudulent misrepresentation, wilful breach or misconduct (with the intention to cause harm), negligence, breach of contract, breach of statutory duty or other wrongful act or omission on the part of the Supplier or its approved 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 trademark, patent, copyright or

other proprietary right by reason of the manufacture or Delivery of the Goods or supply of the Services by the Supplier, the resale thereof by any of the Indemnified Parties, or use or availing of said Goods or Services or any part thereof by BGE for a purpose known to the Supplier. The Supplier, at BGE's request, shall defend, at its own expense, any such claim, suit or action. The indemnities given by the Supplier in this clause 13 shall not apply to any liability, damage, cost or expense which 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 including, without limitation, any loss of profits or loss of contracts arising out of or in connection with this Purchase Order.

14. INSURANCE

If the Supplier's Services or the supply of Goods involve operations by the Supplier on BGE's premises or at any place where BGE conducts operations, the Supplier shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such Services or the supply of Goods and the Supplier shall maintain such insurance policies as will protect BGE 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; and
- (c) product liability insurance in respect of the Goods for a period of six years following Delivery with a limit of indemnity not less than €6.5 million per claim or series of claims arising from one event and €6.5 million in the aggregate.

In addition, from the date of this Purchase Order until the expiry of a period of 12 months following the completion of Delivery, the Supplier is obliged to insure any asset, goods, materials of BGE located on the Supplier's premises at any time, against any loss, damage or destruction by any cause whatsoever. Supplier shall produce evidence of such insurance upon request by BGE.

15. DATA PROTECTION

15.1 If and to the extent that the Supplier's performance of its obligations pursuant to this Purchase Order involves the Supplier processing personal data as defined in the Data Protection Acts 1988 and 2003 (the "DPA") on behalf of BGE, the following shall apply:

- (a) the Supplier will only process such personal data in accordance with the instructions of BGE and solely as strictly necessary for the performance of its obligations under this Purchase Order;
- (b) the Supplier shall implement such technical and organisational security measures as are required to comply with the data security obligations under the DPA;
- (c) BGE (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 Supplier to ensure that such measures

comply with the data security obligations in the DPA;

- (d) the Supplier shall inform BGE immediately in the event of receiving a data subject access request and shall provide such co-operation and assistance as may be required to enable BGE to deal with any data subject access request in accordance with the provisions of the DPA;
- (e) the Supplier shall notify BGE immediately in the event of any data security breach, actual or suspected, and provide BGE with such co-operation and assistance as may be required to mitigate against the effects of any such breach; and
- (f) the Supplier hereby undertakes that no personal data shall be transferred outside of the European Economic Area by the Supplier or any of its employees, agents, sub-contractors or business partners without the prior written consent of BGE 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, knowhow, products, materials, pictures or other images, data, databases or any other work embodied in whatsoever forms developed by, drawn by or created or adapted by the Supplier pursuant to this Purchase Order together, the "Materials", shall be the property of BGE. The Supplier 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 the Materials in the name of BGE and to vest the legal and beneficial ownership in any and all such Intellectual Property in BGE. The Supplier irrevocably appoints BGE to be its attorney and on its behalf to sign execute and do any such act or thing necessary for the purpose of giving to BGE or its nominee the full benefit of the provisions of this clause.
- 16.2 The Supplier shall not cause or permit anything which may damage or endanger the Intellectual Property or other property of BGE, or BGE's title to it or assist or allow others to do so.
- 16.3 Nothing in this Purchase Order or in the Supplier's status as a Supplier shall grant the Supplier any right or licence to any copyright, trade secret, or other Intellectual Property owned by BGE.

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 The Charges for the supply of the Goods affected by a Force Majeure shall be proportionately reduced or waived to reflect the extent and standard to which the affected Goods are being provided.
- 17.3 Where a Force Majeure Event continues for a period of more than thirty (30) days, the party not affected by the Force Majeure Event shall be entitled to terminate this Purchase Order upon 7 days' written notice and the provisions of clauses 18.3 and 18.4 shall apply.
- 17.4 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 Supplier (i) commits a material or fundamental breach of an obligation under or condition of this Purchase Order; (ii) becomes insolvent; (iii) any composition or arrangement with its creditors has been proposed, sanctioned or approved in relation to the Supplier (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 Laws; (vii) if BGE has reasonable cause to believe that any of the foregoing circumstances may occur; or (viii) if the Supplier indicates in any way, including by its conduct, that it is unwilling to comply with the provisions of this Purchase Order, BGE may terminate this Purchase Order forthwith by notice to the Supplier.

18.2 Notwithstanding any of the foregoing, BGE may terminate this Purchase Order in whole or in part at any time by giving at least 30 days' written notice to the Supplier provided that in such circumstances BGE shall pay the Supplier for any Goods or Services supplied to BGE in accordance with this Purchase Order up to the effective date of termination. The volume of the Goods (if any) to be provided by the Supplier during the 30 day notice period shall be at the sole discretion of BGE.

18.3 Upon termination of this Purchase Order, the Supplier shall deliver to BGE all documentation relating to this Purchase Order, together with any of BGE's goods, which are in the Supplier's custody or control. BGE shall be entitled to enter the Supplier's premises, without prior notice, for the purpose of removing therefrom any of BGE'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 BGE shall be without prejudice to the rights and remedies of BGE in relation to any negligence, omission or default of the Supplier prior to such termination.

19. PRECEDENCE

19.1 Unless otherwise expressly agreed in writing by BGE, this Purchase Order alone shall govern the relationship between BGE and the Supplier in relation to all aspects of the supply of the Goods and/or Services. Notwithstanding anything to the contrary in any document issued by the Supplier 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 Supplier (whether verbally or in writing and whether set out in the Supplier's quotations or invoices or otherwise).

19.2 Any special condition or specific provision provided by BGE, 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 these Terms and Conditions may only be amended by agreement between the parties in writing. For the avoidance of doubt, BGE reserves the right to amend these Terms and Conditions to the extent that they apply to any future Purchase Order(s) made between BGE and the Supplier.

20. GENERAL

20.1 The Supplier shall be responsible for all acts or omissions of the Supplier Personnel. At all times, the Supplier shall ensure that the Supplier Personnel provided are suitably qualified, adequately trained and are capable of carrying out the Services and/or supplying the Goods, are of an adequate number to do so in accordance with Good Industry Practice and shall comply with all applicable BGE policies. The Supplier assumes all obligations under applicable insurance, employment, benefits and tax legislation and any other relevant provisions of Applicable Laws 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 BGE or BGE by any person (including without limitation any member of the Supplier's staff) on the grounds that any such person supplied or engaged by or performing work (directly or indirectly) on behalf of the Supplier 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 BGE or BGE, then the Supplier shall indemnify BGE and/or BGE in respect of all loss, damage or injury and all costs, fees and expenses incurred by BGE or, as the case may be, BGE 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 It is not intended that any Supplier Personnel or other persons will transfer to BGE or any member of its Group or any Incoming Supplier under the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 ("TUPE Regulations") at any time during the Delivery Time or on termination or expiration of this Purchase Order. The Supplier shall indemnify BGE against all claims, demands, actions, costs and expenses (including legal costs and disbursements) which BGE or any Incoming Supplier incurs directly or indirectly as a result of any claims made by any Supplier Personnel or contractor of the Supplier as a consequence of the TUPE Regulations applying by operation of law to such transfer or being asserted to apply, or otherwise upon termination, variation, amendment or alteration of this Purchase Order howsoever or whenever arising.

20.3 Without prejudice to any other provision of this Purchase Order, the Supplier shall not offer, or give or agree to give, any person employed by BGE or BGE 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 Supplier or any of the Supplier Personnel under the Prevention of Corruption Acts 1889 to 2001, the Bribery Act 2010 or under any Applicable Laws analogous to the foregoing in any applicable jurisdiction the Supplier shall be regarded as having breached this Purchase Order and BGE may terminate this Purchase Order forthwith. The decision of BGE shall be final and conclusive in any dispute, difference or question arising in respect of the interpretation of this clause or the right of BGE under this clause to terminate this Purchase Order.

20.4 The Supplier 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 BGE and the Supplier. BGE has no and assumes no liability or responsibility for any of the Supplier's personnel and neither the Supplier nor any of its staff has any authority to negotiate or conclude any transaction or otherwise enter into any binding commitment on behalf of BGE or BGE.

20.5 Nothing in this Purchase Order shall be deemed to give the Supplier any exclusive rights or entitlements against BGE and BGE 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 BGE to enforce or require strict performance by the Supplier of any terms or conditions of this Purchase Order shall not constitute a waiver thereof by BGE and BGE may at any time avail itself of the rights and remedies BGE may have for any breach of the terms hereof.

20.7 Notices to be given under this Purchase Order may be served by BGE 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 found 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. BGE and the Supplier 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 BGE.

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

21. ASSIGNMENT/TRANSFER

21.1 BGE shall be entitled, at its absolute discretion, at any time and from time to time, without the prior written consent of the Supplier, 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 BGE 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 BGE is re-organised in any manner, the rights and obligations of BGE pursuant to this Purchase Order may, at its absolute discretion, be varied in such manner as BGE may notify to the Supplier to reflect any reduced or altered requirement for the Goods as a result of the said re-organisation.

21.3 The Supplier 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 BGE's prior written consent in writing except as part of a company amalgamation or reconstruction which amalgamation or reconstruction shall be notified to BGE in writing.

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.