

Conditions of Purchase.

1. DEFINITIONS

In these Conditions:

"the Company"	means Carey Glass International;
"the Supplier"	means the person or company to whom this document is addressed;
"the Order"	means the Company's purchase order or the Company's request for tender, as the case may be set out overleaf;
"the Goods"	means the goods and materials to be supplied by the Supplier under the Contract;
"the Work"	means the services to be provided under the Contract;
"the Contract"	means the Contract arising directly or indirectly from the Order;
"the Main Contract"	means the contract between the Company and a third party for the completion of which the Goods are provided and the Work performed by the Supplier, and the "Main Contractor" means the third party with which the Company has contracted in the Main Contract;
"the Main Contractor"	means the third party with which the Company has contracted in the Main Contract; and
"the Conditions"	means the conditions set out herein.

2. CONDITIONS

2.1 The Conditions shall apply to and form part of the Contract notwithstanding anything to the contrary in the Suppliers standard conditions or in any tender, quotation, advice note, invoice, acknowledgement, letter or any other documents issued or sent by the Supplier except insofar as expressly agreed otherwise in writing by the Company. No employee or agent of the Company has power to vary the Conditions orally.

2.2 The suppliers form of acknowledgement on the acknowledgement copy of the Order attached to the Order must be completed by the Supplier and delivered to the Company within seven days of the Supplier's receipt of the Order or if earlier upon the commencement of work on the Goods by the Supplier following receipt of the Order. If the Supplier shall fail to deliver the Suppliers form of acknowledgement within seven days but shall commence work or work on the Goods or make delivery or in the case of a request for tender shall tender pursuant to the Order such commencement delivery or tender shall be deemed to be an express acceptance by the Supplier of the Conditions.

2.3 The Conditions shall be subject to such further special conditions as may be prescribed in writing by the Company. In the event of any conflict, or apparent conflict between such special conditions and the Conditions the special conditions shall prevail.

3. PRICES

The price quoted by the Supplier shall include in respect of the Goods, all materials, services and facilities, delivery costs and charges to the Company and the cost of packing and in respect of the Work shall include all labour charges and all ancillary or associated costs and expenses to the Supplier of carrying out the Work. All prices shall be fixed, It is not acceptable for the Supplier to quote a variable price or stipulate prices at the date of delivery or the like. All prices quoted shall be exclusive of VAT together with all charges for packaging, packing, shipping, carriage, insurance, delivery installation and commissioning of the Goods and any duties, imports, or levies thereon. The Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

4. PACKAGING

All Goods must be properly packaged to arrive in good condition at the point of delivery specified overleaf and to resist, for example, pilferage, distortion, corrosion, cracking, water damage and breakage. All Goods shall be clearly and legibly labelled and addressed. Advice notes must be sent by separate post on the date the Goods are despatched and a copy of the advice note together with appropriate certification must accompany the Goods. Every advice note must bear the Company's purchase order number shown on the Order.

5. PAYMENT

5.1 Payment by the Company for the Goods shall not constitute an admission by the Company as to the performance by the Supplier of its obligations.

5.2 The Supplier shall submit invoices only upon completion of the Contract or such intermediate points in the performance of the Contract as are specified in the Order. If the payment terms provide for payment in full on or before delivery, the Supplier shall at the Company's request arrange for an on demand performance bond for 10% of the price to be provided by a first class Irish bank payable against the Company's certificate that the Goods are defective.

5.3 Notwithstanding the foregoing, the Company shall be entitled to withhold or defer payment of all or part of any sums otherwise due pursuant to the provisions hereof where the Company has included the amounts due in its account to the Main Contractor and the Main Contractor has failed to make payment in full to the Company in respect of such amounts.

5.4 All invoices and statements must show separately the VAT rate, the amount of VAT charged and the Suppliers VAT registration number.

6. DELIVERY

6.1 The Supplier will deliver to and unload the Goods at the point of delivery specified in the Contract not later than the date for delivery specified in the Contract. In the event that the Supplier shall deliver the Goods but fail to unload them in accordance with this Condition the Company may unload the Goods. Notwithstanding the foregoing all risk in the Goods shall remain in the Supplier until the Goods shall be unloaded and placed in the place of storage requested by the Company.

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6.2 Time shall be of the essence of the Contract. The Supplier acknowledges that late delivery may cause the Company loss, including consequential financial loss and agrees in compensation for such loss to pay damages or if such shall be specified overleaf liquidated damages at the rate or rates stated in the Contract. The Supplier agrees that the rates of liquidated damages specified in the Contract are reasonable pre estimates of the Company's losses.

6.3 If the Goods are to be delivered or the work to be performed by instalments, the Contract will be treated as a single contract and not severable.

6.4 The Company shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.5 The Company shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Company.

7. FORCE MAJEURE

If delivery of Goods or performance of Work is delayed by causes totally outside the control of the Supplier, then the Supplier shall give written notice of such cause within seven days of its occurrence or earlier if delivery is due within this seven day period, providing particulars of the circumstances and their effect, and the Company may (but without prejudice to its other rights) agree to allow such extra time for delivery of the Goods or the completion of the Work as is, in the Company's sole opinion, reasonable in the circumstances.

8. NOTICES AND DOCUMENTS

8.1 All correspondence must quote the Company's purchase order number shown on the Order.

8.2 All correspondence (including but not limited to the Supplier's form of acknowledgement, invoices, advice notes, and statements) shall be sent to the Company at the branch of the Company specified In the Purchase Order to which the correspondence relates marked for the attention of the person (if any) specified in the Contract.

9. SCOPE, SPECIFICATION AND GUARANTEE

9.1 The Goods and the Work shall be supplied and rendered strictly in accordance with the requirements of the Contract together with any statements or undertakings made by the Supplier or the Supplier's servants or agents prior to the giving of the Order.

9.2 The Supplier undertakes that all Goods and Work supplied or rendered shall be of first class quality and hereby acknowledges that the Company has placed the Order in reliance on the skill and expertise of the Supplier and any statements and representations made by him.

9.3 The Company may require the Supplier (but without prejudice to the Company's other rights) promptly, to repair or replace at the Company's option, and free of charge to the Company any part

of the Goods or the Work which shall be defective upon delivery or performance as the case may be, or shall prove to be defective within the period of twelve calendar months or within the duration of the Defects Liability Period in the Main Contract whichever is longer. The said period will cease to run in relation to any part of the Goods or the Work for the duration of any period in which such part is incapable of use by virtue of the occurrence of such defect in another part thereof.

9.4 The Supplier's obligations under Condition 9.3 will continue in respect of any part of the Goods or the Work repaired or replaced as aforesaid for a further period of twelve calendar months from the date of completion of such repair or replacement.

9.5 In the case of Goods or Services provided by the Supplier which are necessary for the work under the Main Contract not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required, the Company shall have a right to reject those Goods or repudiate those services within a reasonable period to their delivery or performance, and to claim for any additional expenses incurred.

9.6 Carriage costs for defective and replacement parts will be borne by the Supplier.

9.7 The Goods will comply with all statutory requirements and regulations together with all requirements of European Law relating to the Sale of the Goods. In particular, and without prejudice to the generality, the Goods are to be supplied within the Supplier's BS/EN ISO 9001 1994 scope of approval.

10. PROPERTY AND RISK

10.1 Notwithstanding any attempt by the Supplier to retain title to the Goods after Delivery property and title in the Goods shall vest in the Company free from all encumbrances, immediately upon delivery of the Goods to the Company in accordance with the Contract unless payment for the Goods is made prior to delivery when property and title shall pass to the Company immediately once payment has been made and the Goods have been appropriated to the Contract. The risk of loss, damage or destruction of the Goods shall not pass to the Company until immediately after the Company shall have notified the Supplier that delivery has been accepted,

10.2 Nothing in Condition 10.1 shall prejudice the right of the Company to reject the Goods.

11. SITE WORK

Where the Contract entails work within the Company's premises or upon sites controlled or supervised in whole or in part by the Company or upon sites controlled or supervised in whole or part by the Main Contractor, the Supplier shall ensure that in connection with any such work all applicable statutory and other rules and regulations are observed by his employees agents or subcontractors. The Supplier shall, at the Company's request obtain in relation to the Work and premises or site select types of insurance and in such amounts as the Company may reasonably require.

12. CANCELLATION

The Company shall be entitled to cancel the Order at any time by giving written notice to the Supplier. If the Company exercises its right of cancellation it shall be bound to pay a reasonable price for any Goods supplied or any work in respect of the Goods or Work already completed but shall have no other liability in respect of the Contract.

13. INDEMNITY

The Supplier shall keep the Company fully and effectively indemnified against:

- a) any and all claims for infringement of letters, patent or registered design, trademarks or trade name by reason of the use or sale of the Goods and against all costs and damages which the Company may incur in any action for such infringement or for which the Company may become liable in such actions;
- b) any royalties payable to the Supplier, and
- c) each and every liability the Company may incur to any other person whatsoever and against all claims, demands, proceedings, damages, costs and expenses made against or incurred by the Company arising out of or occasioned by any error in design or drawings or any defects in or failure of the Goods or Work or any part thereof or by reason of any act or omission of the Supplier, his employees, sub-contractors or agents or otherwise by reason of any breach or default of the Supplier in carrying out or failing to carry out properly or at all his obligations under the Contract.

14. BANKRUPTCY

If the Supplier shall become bankrupt or insolvent or the subject of a receiving order, an administration order or winding-up proceedings (not being a members' voluntary winding up for the purposes of reconstruction or amalgamation) the Company may either:-

- a) terminate the Contract forthwith by notice in writing to the Supplier or to the receiver, administrator or liquidator or to any person in whom the Contract may become vested; or
- b) give any such receiver, administrator, liquidator or other person the option of carrying out the Contract subject to such person providing a guarantee for the due and faithful performance of the Contract.

15. CONFIDENTIALITY

The Supplier shall hold as confidential all information, details, patterns, figures, specifications, drawings, designs and any other matters relating in any way whatsoever to the Goods or Work and shall not disclose the same or any of the same to any other person except such of the Supplier's employees and permitted sub-contractors and suppliers as may be necessary for the performance of his obligations under the Contract provided that the Supplier shall at the request of the Company procure that any such person gives a confidentiality undertaking to the Company in a form similar to this Condition 15. Such items shall be maintained by the Supplier in good condition and repair (fair wear and tear only excepted). All such items and any copies thereof shall upon completion of the Contract or its termination for any reason be returned to the Company.

16. GENERAL

16.1 The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

16.2 No waiver by the Company of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

17. LAW

Notwithstanding the respective domiciles of the parties hereto where the Contract is being performed in the Republic of Ireland the Contract shall be governed by and construed in accordance with the laws of the Republic of Ireland, where it is being performed in Northern Ireland, it shall be governed by and construed in accordance with the laws of Northern Ireland, and each of the parties so submit to the relevant jurisdiction.