

TLI Group Conditions of Purchase

Document Control Sheet

Revision	Date	Description of changes/amendments	Prepared by	Approved by
00	02/07/19	New procedure created	S Tuomey	C Guiney

- This order shall be valid only if issued from the authorised purchasing person at the TLI Group (the “Purchaser”). Any alteration or variation to this purchase order shall only be effective if it is authorised and approved in writing by the Purchaser’s authorised purchasing person or its authorised representatives.
- The Purchaser shall be entitled to cancel part or the entirety all of this order without liability if a resolution is passed for winding up of the seller or a receiver, liquidator, administrator or examiner is appointed over any part of the property in which the Seller has an interest, or if any arrangement is entered into in respect of the creditors of the Seller.
- The Title of the goods and services detailed in this order shall pass to the purchaser on delivery. The purchaser shall retain the right to reject any goods or services in accordance with these conditions. Delays in the delivery of an order on the part of the Seller, its servants, agents or representatives, shall entitle the Purchaser to refuse to take delivery of the order.
- The purchaser shall not be deemed to have taken delivery of any materials or goods until inspected and approved by the Purchaser after unloading at the destination specified by the Purchaser. The Purchaser reserves the right to check quantities of materials being delivered including, where deemed necessary by the Purchaser, checking at the seller’s premises or at a weighbridge nominated by the Purchaser. In the event of there being any shortfall between the quantity of material delivered and the quantity identified, the Seller shall allow credit for same to the Purchaser and an equivalent credit for each and every previous delivery to the Purchaser on the referenced contract.
- The price in this order shall include all charges for delivery, packaging, loading, unloading and returning packaging.
- The payment terms shall be as set out in this order. If any part of the price has, for whatever reason, has not been paid within these terms this shall not entitle the seller to charge interest or to refuse to deliver or delay the delivery of any materials or goods.
- All deliveries shall be effected by the Seller in accordance with the requirements as set out on this order or as may be agreed in writing by the Purchaser and Seller from time to time. Any variation from these terms shall be agreed in writing between the seller and the Purchaser. The Purchaser shall have the right to cancel without liability the order or part thereof insofar as any goods or services have not been delivered by the agreed delivery date. The Purchaser shall have the right to acquire equivalent goods and services from a third party and to recover from the seller all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses).
- The seller's invoice must include the relevant order number, project number code and should be addressed to Beenreigh, Abbeydorney, Tralee, Co Kerry, Ireland and shall arrive within five working days of the month in which the delivery took place.
- The Purchaser shall be entitled to deduct from amounts owed to the seller in respect of this order any amounts owed by the seller to the purchaser or any of its subsidiaries on any account without limiting or affecting any other rights or remedies available under these conditions or otherwise.
- The Seller shall indemnify the purchaser against all claims, liabilities, suits and actions which may be made or brought against it by virtue of any claims or demands which any buyer or such goods or services from the purchaser or any patent or hidden defect in the quality of such goods or services.

The seller shall repay the amount paid by the purchaser to settle any such claim for liabilities, and shall pay any judgement rendered against the purchaser and shall reimburse the purchaser for all legal costs (calculated on a full indemnity basis) and all and other reasonable professional costs and expenses incurred by it in the defence of any related proceedings, action or suit. The seller agrees that in any case any goods or services sold to the purchaser which infringe any third party's intellectual property rights, the Seller will indemnify and save harmless the Purchaser from and against all suits, claims, judgements and costs of any kind made or recovered against the purchaser or its agents by any person on account of the use of such goods or services by the Purchaser in violation of any right claimed under any such intellectual property rights. In the event of any infringement action in respect of such goods or services being instituted against the Purchaser, the Seller agrees to repurchase at the price paid thereof any such goods or services then unsold.

- The Seller shall indemnify the purchaser against all claims, costs and demands made under any statutory provisions in respect of personal injury to any of the Seller's servants or agents or in respect of claims by any third party in connection with the performance of this order. The Seller shall, as soon as reasonably practicable, give written notice of any such claim to the Purchaser, specifying the nature of the claim in reasonable detail.
- The Seller shall recognise that the delivery site is managed under TLI Group's Safety Management System and the Seller shall ensure that its employees, servants and agents comply with the Safety Health and Welfare at Work Acts and Regulations in force at the date of delivery. The seller shall carry out all works on TLI Group property in accordance with their own Safety Management System and Procedures.
- The seller shall ensure that all deliveries shall be made in accordance with TLI Group delivery instructions.
- The terms of this order supersede and extinguish all inconsistent terms that have been or may be advanced by the Seller.
- The provisions of this order shall be governed by and construed in accordance with the laws of the Republic of Ireland with the Courts of Ireland having exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these conditions, the order or their subject matter or formation.