



PURCHASE ORDER AGREEMENT

Between

WINDHOIST IRELAND LIMITED (company number
395177)
Dawson Street, Monaghan, Co. Monaghan, H18 X430,
Ireland ("Purchaser")

DATE:

NAME OF PURCHASER REPRESENTATIVE:

And

NAME OF SUPPLIER REPRESENTATIVE:

Project:

(company number)

("Supplier")

BRIEF DESCRIPTION OF THE **SUPPLIER'S** SERVICES:

1. The Purchaser requires the Supplier to supply certain products and/ or equipment ("The Products") in accordance with this Contract.
2. This Contract comprises:
 - a) The Purchase Order
 - b) The Terms and Conditions
 - c) The Annexures

INVOICING

Invoices should be sent to: Accounts Department, 120 Bath Street Glasgow, City of Glasgow, G2 2EN

Terms and Conditions

1. GENERAL & DEFINITIONS

1.1 In these conditions:

“Bribery Legislation” means all and any of the following:

- (a) the United Nations Convention against Corruption.
- (b) the United States Foreign Corrupt Practices Act of 1977 as amended.
- (c) the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation.
- (d) the relevant common law or legislation from time to time in force in England and Wales including the Public Bodies Corrupt Practices Act 1889; the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001, and/or Criminal Law Act 1977 as amended; and the Bribery Act 2010 and the Proceeds of Crime Act 2002;
- (e) any anti-bribery or anti-corruption related provisions in criminal and anti-competition laws and/or anti-bribery or anti-corruption laws of the jurisdiction in which the Supplier Provides the Products.
- (f) any and all similar anti-bribery and/or anti-corruption legislation of any jurisdiction applicable from time to time to this Contract and/or its subject matter.

“Contract” means the Purchase Order and these General Terms and Conditions;

“Delivery Address” means the delivery address stated in the Purchase Order for the delivery of the Products;

“Delivery Date” means the date or dates stated in the Purchase Order when the Supplier shall deliver the Products;

“Force Majeure Event” means any act of God, war, rebellion, civil disturbance or fire, epidemic, pandemic or Covid-19;

“Products” means the Products that the Purchaser instructs the Supplier to supply pursuant to a Purchase Order;

“Materials” means all information, data, models, drawings, samples, specifications, documentation, software or other similar items and other technology including improvements in the same used in or otherwise in connection with the Products;

“Nominated Delegate” means any person who is selected or named by the Purchaser’s Representative to act on their behalf in connection with this Contract;

“Price” means the price of the Products as specified in this Contract;

“Purchase Order Number” means the order number notified in writing by the Purchaser to the Supplier prior to any Purchase Orders;

“Purchaser” means Windhoist Limited

“Purchaser’s Representative” means the Purchaser’s representative as may be notified in writing by the Purchaser to the Supplier from time to time; and

“Supplier” means the person or company named as such in the Form of Agreement.

1.2 The Supplier shall not assign or subcontract this Contract in whole or any part without the Purchaser’s prior written consent.

1.3 Any notice to be given by either party to the other in this Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may have been notified to the other party.

1.4 No waiver of any of the provisions of these General Terms and Conditions shall be valid unless made in writing and accepted in writing by the other party thereto. Failure by Purchaser to insist upon strict performance shall not constitute a waiver of any of the provisions of these General Terms and Conditions or waiver of any other default or failure.

1.5 If any term, condition or provision contained in these General Terms and Conditions shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of these General Terms and Conditions.

2. BASIS OF CONTRACT

2.1 No contract shall come into existence between the Purchaser and the Supplier for the supply of the Products referred to in these General Terms and Conditions until the Purchaser’s Representative makes a Purchase Order.

2.2 When making any Purchase Order the Purchaser’s Representative shall confirm the:

- (a) the Purchase Order Number
- (b) the Products required
- (c) the Delivery Address
- (d) the Delivery Date, and
- (e) any other relevant instructions.

3. SUPPLIER'S MAIN RESPONSIBILITIES
- 3.1 The Supplier agrees to supply the Products in accordance with this Contract.
- 3.2 The Supplier shall comply with all applicable codes of practice, legislative and regulatory requirements affecting the Products and their provision by the Supplier.
- 3.3 The Supplier shall notify the Purchaser's Representative in advance if specialist handling equipment is required to receive the Products.
- 4 DELIVERY
- 3.4 The Products shall be delivered to the Delivery Address on the relevant Delivery Date or if no such date or period is stated then not later than 48 hours from the date of the Purchase Order and in all cases during the Purchaser's usual business hours. The Supplier shall notify the Purchaser immediately of any likely delay in achieving any such dates.
- 4.1 The Supplier shall ensure that the Products are securely packed, adequately protected against damage and deterioration in transit and must be delivered carriage paid.
- 4.2 The Supplier shall ensure that a packing note quoting the Purchase Order Number of this Purchase Order accompanies each delivery of the Products and is displayed prominently. Products delivered to the Delivery Address or collected from the Supplier's depot shall only be received or collected by the Purchaser's Representative. The Purchaser shall not be liable to pay for Products unless they have been received or collected by the Purchaser's Representative or Nominated Delegate.
- 4.3 The Purchaser shall not be obliged to return to the Supplier any packaging or packing materials for the Products, whether or not any Products are accepted by the Purchaser.
- 4.4 If the Supplier does not deliver the Products by the relevant Delivery Date then, without limiting any of its other rights or remedies, the Purchaser shall be entitled to terminate the Contract. The Purchaser shall be entitled to recover from the Supplier any additional costs incurred by the Purchaser in obtaining substitute goods from a third party, and to claim from the Supplier damages for any other costs, loss or expenses incurred by the Purchaser as a result of the Supplier's failure to deliver the Products by the relevant Delivery Date.
- 5 QUALITY TESTING AND DEFECTS
- 5.1 The Supplier warrants that the Products shall:
- (a) be fit for their intended purpose;
- (b) be free from defects in design, material and workmanship;
- (c) comply with any specification included in or sample referred to in the Purchase Order; and
- (d) comply with all relevant statutory requirements and regulations applicable to the Products.
- 5.2 If any Products supplied are not in accordance with this Contract, the Purchaser may:
- (a) require the Supplier to repair the Products or to supply replacement Products within 48 hours of the Purchaser's request; or
- (b) cancel the Contract without any liability to the Supplier and procure the Products elsewhere.
- 5.3 The Supplier shall not unreasonably refuse any request by the Purchaser to inspect and test the Products during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch and the Supplier shall provide the Purchaser with all facilities reasonably required for such inspection and testing.
- 6 PRICE
- 6.1 The Price of the Products shall be as stated in this Contract and unless otherwise stated shall be:
- (a) exclusive of any applicable value added tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice) and
- (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance, delivery and offloading of the Products to the Delivery Address and any duties, imports or levies other than VAT.
- 6.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the Purchaser's prior written consent. Rates are fixed and are not subject to any price variation unless otherwise agreed by the Purchaser.
- 7 TERMS OF PAYMENT
- 7.1 The Supplier shall not be entitled to invoice the Purchaser until such time after the delivery or collection of the Products in their entirety by the Supplier in accordance with this Contract.
- 7.2 The Supplier shall include with its invoice:
- (a) The Purchase Order Number of this Contract;

<p>(b) a delivery note signed by the Purchaser's Representative confirming that the Products have been delivered; and</p> <p>(c) any other information required by the Purchaser.</p> <p>7.3 Unless otherwise stated in the Contract the Purchaser shall pay the Supplier within 90 days of the end of the month of receipt of the Supplier's valid VAT invoice (including the information referred to in clause 7.2) or, if later, after acceptance of the Products.</p> <p>7.4 No payment made by the Purchaser shall in any way be construed as acceptance of any of the Products supplied by the Supplier or any of its sub-contractors and no payment shall in any way impair or restrict any rights or remedies the Purchaser may have under this Contract or otherwise.</p> <p>7.5 The Purchaser reserves the right to deduct from or set-off against the Price any monies due from the Supplier to the Purchaser whether under this Contract or otherwise. The Supplier shall not be entitled to any rights of set-off or counterclaim against any monies due to it from the Purchaser</p> <p>8 FORCE MAJEURE</p> <p>8.1 Neither party shall be responsible for any delay in the delivery of the Products due to a Force Majeure Event. Where a Force Majeure Event continues for more than fourteen (14) days the Purchaser may terminate this Contract in which case neither party shall have any liability to the other, save for the Purchaser's obligation to pay the Supplier any outstanding sums in respect of the Products which have been accepted by the Purchaser.</p> <p>9 TITLE AND RISK</p> <p>9.1 Risk of damage to or loss of the Products shall pass to the Purchaser upon the later of delivery to the Purchaser in accordance with this Contract or acceptance of the Products by the Purchaser.</p> <p>9.2 Title in the Products shall pass to the Purchaser upon delivery unless payment for the Products is made prior to delivery, when it shall pass to the Purchaser once payment has been made. The Supplier shall have adequate insurances in place to cover damage to Products which are held by the Supplier, but are the property of the Purchaser, arising from fire, theft, vandalism, accidental damage and the like.</p> <p>9.3 Title to the Products passes back to the Supplier if it is removed from the site with the Purchaser's permission.</p> <p>9.4 In addition, if payment is made to the Supplier on account for Products. The Supplier shall ensure that the Products are clearly tagged and identified as the Purchaser's and set aside for the Purchaser.</p>	<p>10 INDEMNITY AND INSURANCE</p> <p>10.1 The Supplier shall indemnify the Purchaser against any and all liabilities, losses, costs, expenses, and damages suffered or incurred by the Purchaser as a result of any breach, default, or failure or delay in performance of the Supplier's obligations under this Contract or any negligence, breach of statutory duty or interference with any legal right by the Supplier or by any person employed by or contracted to the Supplier.</p> <p>10.2 Clause 10.1 shall survive the termination of this Contract.</p> <p>11 TERMINATION</p> <p>11.1.1 The Purchaser shall be entitled to cancel the purchase of all or part only of the Products by giving notice to the Supplier at any time prior to delivery or performance, in which case the Purchaser's sole liability shall be to pay the Supplier for the Products which have been accepted by the Purchaser.</p> <p>11.1.2 The Purchaser may terminate this Contract on written notice to the Supplier and without any liability to the Supplier if:</p> <p style="margin-left: 20px;">(a) the Supplier takes any step or commits any act in connection with its insolvency, entering into administration or arrangement with its creditors, being wound up, having a receiver appointed, ceasing to carry on business or liquidation, (other than a voluntary liquidation for the purposes of amalgamation or reconstruction);</p> <p style="margin-left: 20px;">(b) the Supplier fails to deliver the Products by the Delivery Date;</p> <p style="margin-left: 20px;">(c) the Supplier is in breach of any term of the Contract and, if such a breach is remediable, fails to remedy that breach within [7] days of being notified to do so;</p> <p>11.1.3 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at the date of termination.</p> <p>11.1.4 The Purchaser shall in no event be liable to the Supplier for any indirect or consequential loss, including any loss of profit, loss of use, loss of other sales or business, loss of agreements or contracts, loss of or damage to goodwill, or loss of opportunity</p> <p>11.1.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.</p> <p>12 BRIBERY AND CORRUPTION</p> <p>12.1.1 The Purchaser shall be entitled by notice to the Supplier to terminate the Supplier's employment under this Contract or any other contract with the Purchaser if, in relation to this or any other such contract, the Supplier or any person acting on his</p>
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behalf or associated with the Supplier shall have committed an offence under any Bribery Legislation. For the purpose of this clause, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Supplier includes, but is not limited to, any sub-contractor of the Supplier.

13 LAW

13.1 This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the English and Welsh Courts.

14 WARRANTY PERIOD

14.1 The Supplier includes a Warranty Period for the Products, under normal use and service, of any Defects in Material or Workmanship.

15 ENTIRE AGREEMENT

15.1 This Contract constitutes the entire agreement between the Parties with respect to the subject matter covered by it and the Contract supersedes and replaces all prior communications, drafts, agreements, representations, warranties, undertakings and agreements of whatsoever nature whether oral or written between the Parties relating thereof.

IN WITNESS WHEREOF these presents consisting of this page in addition to succeeding pages together with the schedules annexed hereto are executed as follows

SUBSCRIBED for and on behalf of
the said WINDHOIST LIMITED

at
on
By

Print Full Name

Director

before this witness

Print Full Name

Witness

Address

SUBSCRIBED for and on behalf of
the said SUPPLIER

at
on
by

Print Full Name

Director

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