



## Conditions of Purchase

### 1. Conditions

- 1.1 All quotations and offers 2M Engineering Limited ("2M Engineering") to purchase any goods, parts or equipment (the "Goods") are made and all orders for Goods are placed by 2M Engineering solely upon and subject to the following conditions. These Conditions shall apply from the time an order is placed by 2M Engineering by telephone, with confirmation in writing to follow by facsimile, by e-mail or by ordinary post of 2M Engineering's Purchase Order.
- 1.2 Any special instructions or terms stated on the Purchase Order issued by 2M Engineering shall form part of these Conditions. All other terms, warranties and conditions whatsoever are excluded unless expressly accepted by 2M Engineering in writing.
- 1.3 The acceptance of an order for Goods from 2M Engineering by any party ("the Supplier") and/or the delivery of any Goods shall constitute acceptance of these Conditions by the Supplier where acceptance has not previously been communicated to 2M Engineering.
- 1.4 These Conditions can only be varied in writing signed by a director or the Secretary of 2M Engineering. No employee, agent or sub-contractor has any actual, ostensible or apparent authority to make or give any warranty, representation, assurance or promise inconsistent with the terms hereof.

### 2. Delivery

- 2.1 All delivery dates specified on the Purchase Order are binding on the Supplier. Should the Supplier fail to deliver the Goods within the period specified, 2M Engineering (without prejudice to any other remedies to which it may be entitled) reserves the right to:-
  - (a) cancel that part of the Order which is undelivered at the end of the specified period;
  - (b) charge the Supplier any additional costs of delivery due to the Supplier's delay (for example express courier charges, or airfares for collection) and/or the extra cost to 2M Engineering of sourcing replacement goods from a third party, and other such expenses which 2M Engineering may incur due to the Supplier's failure to deliver the Goods at the stipulated time.
- 2.2 All goods delivered by the Supplier must be accompanied by a Delivery Note quoting the order number from 2M Engineering's Purchase Order.
- 2.3 The risk in the Goods shall remain with the Supplier until the goods are received into the possession of 2M Engineering, or its appointed agent, and the Delivery Note in respect of the Goods has been signed by 2M Engineering or by its appointed agent. **Note: signing the Delivery Note does not mean that the Goods are necessarily in accordance with the contract requirements, which shall be subject to condition 3 below.**
- 2.4 Unless the Purchase Order stipulates otherwise, all the Goods shall be delivered C.I.F. to the place of delivery specified in the Purchase Order.

### 3. Quality Assurance and Specification

- 3.1 The Supplier warrants that all Goods ordered and supplied:
  - (a) shall correspond strictly with the Product Part Number, the manufacturer's specification(s) and description(s), all as specified on the Purchase Order, and
  - (b) shall in every respect be fit for the purpose for which 2M Engineering has expressly or by implication made known that it or its customer requires the same and
  - (c) shall be of merchantable quality which is also of a standard not less than that of previous supplies (if any) approved by 2M Engineering.
  - (d) shall be within 18-month date code unless otherwise agreed.
- 3.2 2M Engineering shall not be bound to accept and pay for any Goods unless the same are specified in the Purchase Order and comply with the specifications therein and 2M Engineering will not accept responsibility for the safe custody or protection of any Goods supplied which do not comply with the said specifications.

### 4. Payment

- 4.1 The prices stated in the Purchase Order are fixed prices and are not subject to alteration by the Supplier for any reason whatsoever.



- 4.2 If the price of the Goods comprised in the Purchase Order is not stated but calculable by the Supplier, the Supplier will notify 2M Engineering of the agreed monetary amount as soon as possible after receiving the Purchase Order, in any event before delivery of the Goods.
- 4.3 All prices are deemed to be exclusive of VAT and applicable taxes, unless otherwise stated on the Purchase Order.
- 4.4. Unless otherwise agreed in writing the Supplier will render a statement of account to 2M Engineering at the end of the month in which delivery of the Goods is made, and payment by 2M Engineering will be made within 30 days from the end of the month in which the account is received.
- 5. Breach and Indemnity**
- 5.1 If the Goods or any part thereof are not delivered or supplied on or before the specified delivery date, or in the event of any other breach by the Supplier of any of these Conditions, 2M Engineering shall be entitled to cancel this order in whole or in part (as the Company shall determine) and to reject the Goods comprising same whether delivered or not. The Supplier shall be responsible for all loss (including consequential loss, loss of profits and loss of reputation) damage, costs and expenses (including all solicitor's and other legal costs and expenses) sustained or incurred by 2M Engineering in respect of the Goods ordered where the Supplier is in breach of any of these Conditions or which are attributable to or which result from the Suppliers late delivery or the breach of any of these Conditions.
- 5.2 If 2M Engineering rejects or refuses to accept any of the Goods having the right so to do, it shall use reasonable endeavours to return them to the Supplier, which shall bear the risk and expense of the Supplier.
- 5.3 Where 2M Engineering is entitled to reject or refuse to accept any of the Goods, the Supplier shall, at the option of 2M Engineering and without prejudice to any other remedies to which 2M Engineering may be entitled, repair, modify or replace the Goods, reimburse 2M Engineering in full for the cost of any repair, modification or replacement carried out by 2M Engineering (or by any third party at 2M Engineering's direction), or refund the full purchase price.
- 5.4 The Supplier shall indemnify 2M Engineering and keep 2M Engineering indemnified against any action, loss, liability, damage, expense and costs arising from or incurred as a result of or in relation to any infringement or alleged infringement of any copyright, trade mark, trade name, registered design or other proprietary right arising from 2M Engineering's purchase or re-sale of or use of or holding of the Goods.
- 6. Miscellaneous**
- 6.1 These Conditions and the relationship between the parties shall be governed and interpreted exclusively according to the laws of the Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the Courts of Ireland.
- 6.2 Any dispute between the Supplier and 2M Engineering shall be submitted to arbitration and referred to a single arbitrator to be agreed upon by the parties or in default of such agreement to be nominated by the President for the time being of the Incorporated Law Society of Ireland in accordance with the provisions of the Arbitration Acts 1954-1998 or any amendment or re-enactment thereof.
- 6.3 2M Engineering may assign this agreement and any Orders placed hereunder to any other subsidiary or associated companies or other unconnected companies or persons.
- 6.4 Failure or neglect by 2M Engineering to enforce at any time any of these Conditions shall not be construed nor shall be deemed to be a waiver of 2M Engineering's rights hereunder nor in any way affect the validity of the whole or any part of these Conditions nor prejudice 2M Engineering's rights to take subsequent action.
- 6.5 If any provision of these Conditions is decided by any court or tribunal of competent authority to be unenforceable for any reason, such unenforceability shall not affect the other provisions of these Conditions which shall continue to apply.