

Shannon Commercial Properties: Standard Terms and Conditions of Purchase of Goods and Services (“Terms and Conditions”)

1. Definitions

“Contract” is the agreement between the Client and the Supplier, for the purchase of Goods or Services by the Client incorporating the Purchase Order, these Terms and Conditions and any specification.

“Client”- means Shannon Commercial Enterprises DAC registered number 17351.

“Supplier” is the person, firm or company supplying the goods or services.

“Conditions” means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Supplier.

“Delivery Address” means the address stated on the Order.

“Goods” means the goods (including any instalment of the goods or any part of them) described in the Order.

"Order" means the order form or comparable document or arrangement (whether or not electronic) and whether or not affixed, attached or annexed. The Client and the Supplier conclude the Contract and shall incorporate these conditions save where (and to the extent) expressly provided to the contrary or the context necessity requires.

"Price" means the price of the Goods and/or the charge for the Services.

"Supplier" means the person so described in the Order.

“Services” means the services to be supplied by the Supplier to the Client described in the Order

2. Applicability

2.1 Save where the Client has executed a specific contract with the Supplier for the supply of goods or services, in which case such contract shall supersede these Terms and Conditions, these Terms and Conditions shall

govern every contract for supply of goods and/or services between the Client and the Supplier.

2.2 All orders are placed and executed on the understanding that the Supplier is bound by these Terms and Conditions. Any good and/or services shall be supplied pursuant to these Terms and Conditions only, to the exclusion of any terms and conditions of the Supplier. No quotation or standard terms of business or supply, in any confirmation docket, invoice, purchase order or other similar document issued by or on behalf of the Supplier shall vary these Terms and Conditions or be binding upon the parties.

3. Specification

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Terms and Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Client to the Supplier or agreed in Writing by the Client.

3.2 Any specification supplied by the Client to the Supplier, or specifically produced by the Supplier for the Client, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the specification, shall be the exclusive property of the Client. The Supplier shall not disclose to any third party or use any such specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

3.3 The Supplier shall not unreasonably refuse any request by the Client to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch, and the Supplier shall provide the Client with all facilities reasonably required for inspection and testing.

3.4 If, as a result of inspection or testing the Client is not satisfied that the Goods will comply in all respects with the Contract, and the Client so informs the Supplier within 7 days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

3.5 The Goods shall be marked in accordance with the Client instructions and any applicable regulations or requirements of the

carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. Price of the Goods and Services

4.1 The Price shall be stated in the Order and, unless otherwise stated, shall be:

(a) Exclusive of any applicable value added tax (which shall be payable by the Client subject to receipt of a VAT invoice.

(b) Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than Value Added Tax; and

(c) Inclusive of professional services withholding tax as per current legislation.

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuations in rates of exchange or otherwise) without the consent of the Client in writing.

4.3 The Client shall be entitled to any discount for prompt payment or bulk purchase customarily granted by the Supplier whether or not shown on its own terms and conditions of sale.

5. Payment

5.1 Subject to the provisions of this clause 5, the Client shall pay and discharge the Charges, plus any applicable VAT (based on Irish Revenue VAT rules), in the following manner. Invoicing arrangements shall be that the Supplier will submit all Client invoices to the relevant Group company accounts payable department :

- Shannon Group Plc e-mail Invoices_SG@shannongroup.ie
- Shannon Airport Authority DAC email accounts@shannonairport.ie
- Shannon Heritage DAC email Invoices.sh@shannonheritage.com
- Shannon Commercial Enterprises email accountspayable@shannonproperties.ie

5.2 Payment shall be made within 30 days of receipt of a correct and valid invoice, quoting the relevant Client purchase order number. For the avoidance of doubt, an invoice shall not become valid until any criteria for payment specified in the invoice have been achieved and/or any due date for payment specified in the payment schedule has passed.

Receipt of an invoice shall not be measured from a date earlier than the achievement of such payment criteria or due date as appropriate.

6. Delivery

6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order (as the case may be), in either case during the Client's usual business hours.

6.2 Where the date of delivery of the Goods or performance of the Services is to be specified after the placing of the Order, the Supplier shall give the Client reasonable notice of the specified date.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

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

6.6 The Client 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 Client has had a reasonable amount of time (having regard to the nature and quality of the Goods and in any event being not less than 2 Working Days) to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.7 The Supplier acknowledges that precise conformity of the Goods with the Contract is of the essence of the Contract, and accordingly the Client shall be entitled to reject the Goods if they are not in conformity with the Contract, however slight the breach may be.

6.8 The Supplier shall supply the Client in good time with any instructions or the information required to enable the Client to accept delivery of the Goods and performance of the Services.

6.9 The Client shall not be obliged to return to the Supplier any packaging or packing material for the Goods, whether or not any Goods are accepted by the Client.

6.10 If the Goods are not delivered or the Services are not performed on the due date then, without limiting any other remedy, the Client shall be entitled to deduct from the Price or (if the Client has paid the Price) to claim from the Supplier by way of liquidated damages for delay 2% of the Price for every week's delay, up to a maximum of 10%.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Client upon delivery to the Client in accordance with the Contract.

7.2 The property in the Goods shall pass to the Client upon delivery, unless payment for the Goods is made prior to delivery, whereupon it shall pass to the Client once payment has been made and the Goods have been appropriated to the Contract.

8.Warranties, Representations and Undertakings

8..1 The Supplier warrants, represents and undertakes that:

- 8.1.1. The Goods (a) will be of merchantable quality (within the meaning of the Sale of Goods Act 1893 (as amended) and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed; (b) will be free from defects in design, material and workmanship; (c) will correspond with any relevant Specification or sample; and (d) will comply with all statutory and E.U. requirements and regulations relating to the sale of the Goods.
- 8.1.2. The Supplier warrants to the Client that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of practice as it is reasonable for the Client to expect in all circumstances.
- 8.1.3. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract then the Client shall be entitled: (a) to require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or (b) at the Client's sole option and whether or not the Client has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.
- 8.1.4. The Supplier shall indemnify the Client and its agents in full against all liability, loss, costs and expenses (including legal expenses) awarded against or incurred or paid by the Client as a result of or in connection with: (a) any breach of any warranty given by the Supplier in relation to the Goods or Services; (b) any claim that the Goods infringe or their importation, use or resale, infringes the patent, copyright, design rights, trade mark or other intellectual property rights of any other person except to the extent that the claim arises from compliance with any Specification supplied by the Client; (c) any liability under the Liability for Defective Products Act 1991 in respect of the Goods; (d) any act or omission of the Supplier or its employees, agents or

subcontractors in supplying, delivering and/or installing the Goods; and (e) any act or omission of the Supplier's personnel in connection with the performance of the Services.

8.1.5. Neither the Supplier nor the Client or its agents shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or Services, if the delay or the failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, any of the following shall be regarded as causes beyond either party's reasonable control

8.1.6. where applicable, the status of the Supplier, declared in the "Declaration as to Personal Circumstances of Tenderer" in the Submission, which confirms that none of the excluding circumstances listed in Article 57 of EU Directive 2014/24/EU as implemented into Irish law by European Communities (Award of Contracts by Public Sector Undertakings) Regulations 2016 (S.I. No. 286 / 2016) apply to the Supplier, remains unchanged;

8.1.7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Contract and for the Client to obtain the benefit of the Services for its business purposes; and

8.2. The Supplier undertakes to notify the Client within two (2) days of any material change to the status of the Supplier with regard to the warranties, representations and undertakings and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Contract.

9. Insurance

9.1 The Supplier shall (at its own cost) have in place insurance cover with reputable insurers of sufficient value and of the correct types to cover the Suppliers activities carried out under this Agreement, including but not limited to the following:

- Employers liability insurance: €13,000,000;
- Public liability insurance: €6,500,000;
- Product liability insurance: €6,500,000 (Goods Agreement);
- Professional Indemnity Insurance: €1,500,000 (Services Agreement);
- Insurance as required under the Road Traffic Acts in respect of any vehicles or machinery used in connection with the execution or performance of this

Contract,

9.2 The Supplier undertakes to advise the Client within two (2) days of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection.

10. Import Terms

10.1 Where the Goods are to be delivered to the Client from a country outside the Republic of Ireland, Incoterm DDP (Delivery Address) of Incoterms 2010 shall apply. In such event, and in the event that there is a conflict between any of the terms of the said Incoterm DDP and any other term of these Conditions, the terms of the said Incoterm DDP shall prevail.

11. Termination

11.1. This Contract may be terminated by serving 60 days written notice to the other Party. For greater certainty, neither Party shall be entitled to any additional amounts or compensation in the event that the Contract is terminated.

11.2. Either Party shall have the right (in addition to any other rights which it has at law) to terminate this Contract immediately and without liability for compensation or damages on the happening of any of the following:

11.2.1. if the other Party commits any serious breach or a series of breaches of any provision of this Contract and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party; and/or

11.2.2. if the other Party becomes insolvent, becomes bankrupt, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect.

11.3 The Client may for its own convenience, in its absolute discretion terminate this Contract upon ten (30) working days' notice to the Supplier. Such termination shall be effective in the manner specified in the said notice and shall be without prejudice to any claims which either Party may have against the other. Upon receipt of the foregoing notice, the Supplier shall, unless the notice directs otherwise, immediately make every effort to procure cancellation of all existing commitments upon terms satisfactory to the Client.

- 11.4 Where applicable, the Client shall have the right, in addition to any other rights which it has at law, to terminate this Contract immediately and without liability for compensation or damages in circumstances where the Client becomes aware that any of the excluding circumstances listed in Article 57 of EU Directive 2014/24/EU as implemented into Irish law by European Communities (Award of Contracts by Public Sector Undertakings) Regulations 2016 (S.I. No. 284/2016) apply to the Supplier.
- 11.5 Termination of this Contract shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Contract which is expressly or by implication intended to come into or continue in force on or after such termination.
- 11.6 On completion or termination of this Contract, howsoever arising, the Supplier shall immediately return all Confidential Information, records, papers, materials, media and other property of the Client which is in its possession.
- 11.7 If requested, the Supplier shall, upon the termination of this Contract for any reason or prior to the expiration of the Term, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client. The Supplier agrees to the Client releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Contract for whatever cause.

12. General

- 12.1 This Contract constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Contract (save where fraudulently made) are hereby excluded.
- 12.2 If any term or provision herein is found to be illegal or unenforceable, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.
- 12.3 No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

- 12.4 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.
- 12.5 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.6 Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement between the parties or (in default of agreement between the parties within 15 days of one party requesting a matter be referred to arbitration), nominated on application of either party, by the President for the time being of the Incorporated Law Society of Ireland, and such arbitration shall be conducted in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce.
- 12.7 This Contract is governed by and shall be construed in accordance with Irish law and the Irish courts have exclusive jurisdiction.
- 12.8 Any notice or other written communication to be given under this Contract shall either be delivered personally or sent by registered post or email. All notices shall be deemed to have been served if personally delivered, at the time of delivery, if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and if communicated by email transmission, at the time of acknowledgement of transmission.