

## PURCHASING CONDITIONS OF CONTRACT

1. **CORRESPONDENCE**

All correspondence, verbal or written, pertaining to this order should be addressed to LWETB and not personalised beyond the signer of the order.
2. **CHANGES TO ORDER**

Any changes affecting this order or additional conditions proposed by the supplier will not be binding on LWETB except by written authorization from the signer of the order.
3. **PRICES/EXTRAS**

The price payable shall, unless specifically stated on the face of the order, be the price ruling at the time of placing the order and LWETB reserves the right to cancel the order either in whole or in part in the event of any increase in the ruling price between the date of placing the order and the date of delivery.  
No additional charges will be paid for extras not specified in this order.
4. **DELIVERY**
  - (a) The supplier, at his own expense, shall deliver the goods properly packed and secured at the location specified in the order, or any alternative subsequently agreed. Each package should be plainly marked with the supplier's name and the delivery address given on the face of the order.
  - (b) Delivery of the goods shall not be deemed to have been affected until they have been delivered at the location specified in the order or any alternative subsequently agreed, and a duly authorised officer of LWETB thereof has signed a receipt
  - (c) No liability will attach to LWETB until delivery has been made in accordance with (b) above.
5. **TITLE**

The supplier shall deliver the goods by the date or dates, specified in the order. If the goods or any part thereof are not delivered within the time / times specified in the order, LWETB shall, without prejudice to any other remedy be entitled to determine the order cancelled in respect of the goods undelivered and of any other goods already delivered which cannot be effectively and commercially used by reason of the non- delivery of the goods undelivered as previously specified. The time for delivery shall be extended by a reasonable period, to be determined by LWETB, if any delay is caused for force majeure, Act of God, refusal of license, or any other government act, fire, explosion, industrial dispute or by any cause beyond the party's reasonable control.
6. **GUARANTEE**
  - (a) If within 12 months after delivery of the goods (hereinafter called the guarantee period) LWETB gives notice in writing to the supplier of any defect in the goods which shall arise under proper use or of any other non-conformity with this contract, then the supplier shall, with all possible speed repair or if LWETB request, replace the goods so as to remedy the defects without costs to LWETB
  - (b) If a substantial portion of the goods are defective, or do not conform as aforesaid, LWETB may, without prejudice to any other rights or remedies, cancel the order, and reject any or all the goods already delivered, and the supplier shall thereupon repay to LWETB any sums already paid in respect to goods so rejected or not then delivered.
  - (c) The supplier shall with all possible speed repair or replace, free of charge, goods damaged or lost in transit provided that LWETB shall give written notification of such damage or loss within reasonable time.
  - (d) The supplier Guarantees the availability of such spares which are proprietary in his equipment for a period of seven years. Should such equipment become obsolescent during this time the supplier shall notify LWETB in writing in advance and shall supply such spares as LWETB shall consider advisable to maintain the equipment.
7. **DATA PROTECTION**

For the purposes of carrying out any activities in connection with this order which involve the processing of Personal Data, LWETB will be a Data Controller and the supplier a Data Processor. The supplier shall fully comply with, and implement any data protection, data retention or other related policies which are communicated by LWETB, and to comply with all requirements of the Data Protection Acts and the GDPR, and such guidelines as may be issued by the Data Protection Commission from time to time.

The terms 'Data Controller', 'Data Processor', 'Data Subject', 'Personal Data', 'Data Breach' and 'Data Processing' shall have the meanings set out in the Data Protection Acts and the GDPR, while 'Subprocessor' means any person or body, including any sub-contractor appointed by or on behalf of the supplier to process Personal Data on behalf of LWETB in connection with this order.

In respect of any Personal Data, the Supplier:  
Shall process the Personal Data (or instruct any Subprocessor to so process) only on and subject to the instructions and authorisation of LWETB as is reasonably necessary for the provision of the services that are the subject of this order.  
Shall adopt and maintain appropriate technical and organisational security measures, and other measures for processing Personal Data, in order to protect against unauthorised or accidental access, loss, alteration, disclosure or destruction of such data and against all other unlawful forms of Processing of such data.

  - Shall promptly notify LWETB of a Personal Data Breach and co-operate with LWETB and take such reasonable commercial steps as are directed by LWETB to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
  - Shall not appoint nor disclose any LWETB Personal Data to any sub-contractor (subprocessor) without the prior consent of LWETB. The supplier acknowledges and accepts that any consent given may be contingent upon compliance with additional terms.
  - Shall provide reasonable assistance to LWETB with any data protection impact assessments, any prior consultations with or investigations by Supervising Authorities or other competent data privacy authorities.
  - Shall retain a copy of any LWETB Personal Data for the purposes of fulfilling this order, and, following the conclusion or termination of this order, supplier shall promptly and in any event within 30 days of the date of termination of any Services involving the Processing of LWETB Personal Data, delete and procure the deletion of all copies of those LWETB Personal Data.
  - Shall provide full co-operation and assistance to LWETB in the fulfilment of LWETB's obligations to respond to requests from Data Subjects to exercise their rights under Data Protection Legislation, including the right of access to their Personal Data.
  - Shall not Process or otherwise transfer, or permit any Subprocessor to Process or otherwise transfer any Personal Data outside of the European Economic Area (EEA) without LWETB's prior written consent. The supplier acknowledges and accepts that any consent given may be contingent upon compliance with additional terms. Such Processing or transfer comprehends the location of its data centres, the cloud service, the servers and other equipment in which data are stored or operated upon, including for backup, business continuity purposes and transit, as well as locations from where remote operations are performed.
8. **FREEDOM OF INFORMATION ACT (FOI) 2014**

Under the above legislation members of the public have a right to request access to records held by a Public Body, LWETB is a Public body as defined in the Act. All records provided to LWETB by you in connection with this order are subject to such a request.  
LWETB undertakes to use its best endeavours to hold confidential any information provided by you to LWETB, but our obligations under the law, including the FOI Acts, may oblige us to release them if requested.

If you consider that any records supplied by you are sensitive you should, when providing the information, identify same and specify the reason(s) for their sensitivity. In the event of an FOI request being received which concerns records supplied by you, LWETB will consult with you before making a decision. Note that the final decision on whether to release your records lies with LWETB.

9. GOODS PURCHASED WITHIN THE STATE

One copy of the advice note should be sent with the goods or by post on the same day, to the location to which the goods are being consigned. Our order number must be quoted on all advice notes and invoices.

10. GOODS PURCHASED OUTSIDE THE STATE

(a) Customs Clearance

Suppliers of goods from outside the State shall furnish without delay the following original documents to LWETB

(i) Certificate of Original Bill of Lading.

(ii) Invoice for customs purposes.

(b) One copy of the advice note to be sent with the goods or by post on the same day, to the location to which the goods are being consigned. The order number must be quoted on all advice notes and invoices.

11. PATENTS

The supplier shall fully indemnify LWETB against all legal liability, losses and costs arising from any infringement or alleged infringement (by LWETB or any other person) of any letters patent, registered design, trademark or trade name, by the use, hire or sale of the goods.

12. SECRECY

All technical information, advice, know-how, drawings, designs, specification and other things communicated or supplied by LWETB are confidential and shall remain the property of LWETB and shall not, without the express and written consent of LWETB be disclosed to a third party and be used solely for the purposes of this contract. This order shall be treated as confidential and shall not be disclosed to any third party without the consent of LWETB.

13. THE CONTRACT

(a) Only this order and any amendment thereto, issued or confirmed on our printed form and signed by a duly authorised officer of LWETB and by the supplier constitute the binding contract.

(b) If this order is the result of a Request for Tender or previously signed Contract, then the Terms and Conditions of the tender or contract constitute the binding contract. Therefore 13 (a) above is superseded.

(c) Any terms and conditions of the supplier which are inconsistent with the conditions of this order shall not be binding on LWETB except where made in accordance with (2) above.

14. TAX CLEARANCE

In order to comply with Department of Finance requirements, payments in respect of this order are at all times conditional on the supplier being in possession of a valid appropriate Tax Clearance Certificate.