

Finning (Ireland) Limited

GENERAL CONDITIONS OF PURCHASE

1.0 DEFINITIONS

In these conditions "the Company" means Finning Ireland Ltd, of First Floor, Fitzwilton House, Wilton Place, Dublin 2 and "the Supplier" means the person or company to whom this order is addressed. Where the contract is for the provision of services, the words "the goods" shall be read, where the contract and terms permit, as meaning the services which the Supplier has contracted to provide.

2.0 CONDITIONS

These conditions shall apply to the contract between the Company and the Supplier. Notwithstanding anything to the contrary in the Supplier's standard conditions or in any tender, quotation, advice note, invoice, acknowledgment, letter or any other document issued or sent by the Supplier, these conditions shall apply except insofar as expressly agreed in writing by a Director of the Company. In any event, delivery by the Supplier shall constitute acceptance of these terms.

3.0 PRICES

The price quoted by the Supplier shall include delivery during normal working hours and the cost of packing. All prices shall be fixed.

All goods must be properly packaged to survive transit and resist pilferage, distortion, corrosion or contamination. All goods shall be clearly and legibly labelled and addressed.

4.0 PAYMENT

Unless otherwise stated in the order, payment by the Company will generally be made by the end of the second month following receipt of a proper invoice (60 days nett monthly). Payment by the Company shall not constitute any admission by the Company as to the performance by the Supplier of its obligations.

5.0 DELIVERY

The Supplier will deliver and unload the goods to the point of delivery stated in the order not later than the date for delivery stated in the order. Time shall be of the essence of the contract.

6.0 FORCE MAJEURE

If delivery is delayed by some cause totally outside the control of the Supplier, then he shall give written notice of such cause within seven days of its occurrence and the Company may then (but without prejudice to its other rights) allow such extra time for delivery as is reasonable in the circumstances.

7.0 DOCUMENTATION

All correspondence must quote the Company's order number. Invoices must be sent to Accounts Payable, Finning Ireland Ltd, Aerodrome Business Park, Rathcoole Co Dublin. All invoices and statements must show separately the VAT rate and the amount of VAT charged and the Supplier's VAT registration number.

8.0 WARRANTY

All goods supplied shall comply in all respects with the description in the order, all current legislation, and any statements or undertakings made by the Supplier, or his servants or agents, prior to the giving of the order. The Supplier undertakes that all goods and services supplied by him shall be of first class quality and be fit for purpose (whether express or implied), and recognises that the Company has placed the order relying on the skill and expertise of the Supplier and any statements and representations made by him. If the goods (or any of them) supplied are found to be defective on delivery or shall prove to be defective within 12 months of delivery, then the Company may (at its option) return the goods to the Supplier (at the Supplier's risk and expense), or request the Supplier (without prejudice to the Company's other rights) to rectify the defects or replace the goods, at the Supplier's expense. All the obligations in this condition shall also apply to any such rectified or replacement goods.

9.0 PASSING OF PROPERTY AND RISK

Title and risk in the goods shall pass to the Company on delivery but without prejudice to any right of rejection.

10.0 CANCELLATION

The Company shall be entitled to cancel this order at any time by giving written notice to the Supplier. If the Company exercises this right of cancellation it shall be bound to pay a reasonable price for any work already completed but shall otherwise be free from liability.

11.0 LIABILITY

The Supplier shall keep the Company fully and effectively indemnified against any and all claims for infringement of any intellectual property rights or other third party rights which may arise by reason of the use or sale of the goods supplied, and against all costs and damages which the Company may incur in any action for such infringement or for which the Company may become liable in such action; any royalties payable by the Supplier; and any claim in contract or tort or otherwise for any direct or indirect damages, expenses or costs relating to damage to property or injury or loss to any person, firm or Company or any loss of profit or production arising out of, or occasioned by, any error in design or drawings or any defects in or failure of the goods or part thereof provided or work performed by the Supplier or occasioned by reason of any act or omission by the seller or any sub-contractor of his.

The Supplier shall take out and maintain in force suitable insurance cover against the liabilities set out in this clause and shall produce evidence of the same to the Company upon request.

12.0 TERMINATION

(A) If the Supplier shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or, being a corporation, commence to be wound up (not being a member's voluntary winding up for the purpose of reconstruction or amalgamation) or carry on its business under a receiver for the benefit of its creditors or any of them, the Company shall be at liberty either: (i) to terminate the contract forthwith by notice in writing to the Supplier, or to the receiver or liquidator, or to any person in whom the contract may become vested; or (ii) to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract.

(B) If the Supplier is in breach of any of its obligations under the contract and does not remedy the breach within 30 days of being notified in writing by the Company, the Company may terminate the contract without prejudice to its rights and without liability to the Supplier.

13.0 CONFIDENTIALITY

The Supplier shall hold as confidential all information, details, specifications, drawings and any other matter relating to the goods or services to be supplied in any way whatsoever and shall not disclose the same or any of the same to any other person except such of his employees and permitted sub-contractors and Suppliers as may be necessary for the performance of his obligations under this contract.

All documents and drawings containing such information and any copies thereof shall upon completion of the contract, or its termination for any reason, be returned to the Company.



General Conditions of Contract

14.0 ASSIGNMENT

The contract may not be assigned or subcontracted by the Supplier without the written consent of the Company.

15.0 VARIATION

No variations to the contract may be made by either party without agreement in writing from the other party.

16.0 LAW

These terms and any contract made in accordance with them will be subject to and constructed in accordance with Irish Law and the Company and the Supplier hereby submit to the exclusive jurisdiction of the Irish courts.