

National Cancer Registry Standard Terms and Conditions

These terms and conditions shall override any terms and conditions of the supplier including terms and conditions which the supplier may purport to apply under any delivery docket or invoice.

No other condition may apply unless these are accepted and confirmed by the NCR in writing.

1. DEFINITIONS

- 1.1 The term "Purchaser" shall mean National Cancer Registry;
- 1.2 The term "Supplier" shall mean the Organisation, Company, Person to whom the Purchase Order is issued;
- 1.3 The word "Goods" shall mean any goods or services to be provided to the Purchaser by the Supplier (or any of the Supplier's sub-contractors) pursuant to or in connection with this Purchase Order;
- 1.4 The word "Service" shall include all service work specified in this Purchase Order;
- 1.5 "The Contract" shall mean the contract between Purchaser and Supplier consisting of the Purchase Order (the Order) and any other document specified in the Order.

2. CONFORMITY, QUALITY & FITNESS FOR PURPOSE

- 2.1 Supplier warrants that the goods and/or services shall be new and of merchantable quality for the purpose, free of defect, free from encumbrance and in accordance with the buyer's written specification or sample;
- 2.2 No goods shall be supplied with asbestos content;
- 2.3 The goods shall conform in all respect with the requirements of any statutes, orders, regulations, standards or bye-laws from time to time in force.

3. DELIVERY

- 3.1 Delivery shall take place correctly and promptly to the Registry's premises unless otherwise notified and agreed. Delivery time shall be of the essence and failure to deliver on agreed date gives the Purchaser the right with prejudice to cancel the order;
- 3.2 The Purchaser reserves the right to refuse early delivery;
- 3.3 A delivery note must accompany every delivery regardless of delivery method;
- 3.4 Delivery times are Monday to Friday 9.15 to 16.45;
- 3.5 Supplier must obtain a legible authorised signature as proof of delivery;
- 3.6 Equipment requiring off loading by forklift shall be arranged and paid for by the Supplier.

4. PAYMENT

- 4.1 Invoices quoting the purchase order number should be addressed to the Accounts Payable Office, National Cancer Registry;
- 4.2 Invoices not quoting a Purchase Order number will be returned to the seller;
- 4.3 The Registry operates a 30 day credit period;
- 4.4 If a cash discount for early payment can be taken by the Registry, that cash discount is specified on the order. The Registry will compute cash discounts from the date of delivery of goods at destination after final inspection and acceptance, from the date of completion of services, from the date the correct invoice is received, whichever is later, or as may be agreed between the Registry and the supplier or contractor. The Registry will take the cash discount if payment is made within the specified time frame;
- 4.5 The Registry is obliged by the Revenue Commissioners to deduct professional services withholding tax from relevant payments made for professional services;
- 4.6 The Registry reserves the right to withhold payment to suppliers if a current Tax clearance certificate has not been submitted. This is only in respect of the threshold in force at the time of payment. This applies to all EU Countries.
- 4.7 Supplier is required to use the correct Intrastat codes on invoices.

5 FORCE MAJEURE

- 5.1 Force Majeure - no delay or failure in performance to either party should constitute a fault hereunder or give rise to any claim to damages loss or anticipated profits if such delay is caused by Force Majeure. If such Force Majeure causes a delay of sixty (60) days or more and such delay may reasonably be anticipated to continue, then either party may terminate this Contract forthwith.

6. WARRANTY

- 6.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied himself/herself that all necessary tests and examinations have been made or will be made prior to delivery of the goods to ensure that the goods are designed and constructed so as to be safe and without risk to the health and safety of such persons using same and that he has made available to the Purchaser adequate information about the use for which the goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the goods will be safe and without risk to health;
- 6.2 The supplier shall indemnify and save harmless National Cancer Registry and its employees against any damages, liability cost or expense resulting from any claim or proceeding alleging such infringement provided National Cancer Registry gives a vendor notice thereof and permits vendor if it so elects to enter and defend settle or otherwise terminate such claim or proceeding;
- 6.3 The Supplier warrants that all the necessary permits or licences required for the supply of the goods have been obtained;
- 6.4 Unless the goods are supplied to the design or specification of the Purchaser, the Supplier accepts design responsibility and warrants the goods to be free from defect.

7. INDEMNITY

- 7.1 Without prejudice to any rights or remedies of the Purchaser, the Supplier shall at all times hold harmless and keep indemnified the Purchaser, its employees and agents from and against any and all claims, proceedings, judgements, costs (including legal fees) and losses wherever made, or incurred in respect of damage to property and/or injury, or death of persons arising directly or indirectly out of any actual or alleged defect in design, materials and/or workmanship, or the failure to provide adequate, complete and proper warnings and instructions in respect of the Goods, or resulting from any acts or omissions of the Supplier;
- 7.2 The undertaking shall apply whether the claim proceeding or judgement is grounded on breach of warranty, negligence or strict liability;
- 7.3 Supplier agrees upon request by the Purchaser to take over for the Supplier's own account the defence of any such claim or proceeding;
- 7.4 Supplier providing Service on Purchaser's premises shall accept full responsibility for all damage to persons or property caused by its errors, actions, and inactions (including those of

its employees, agents, servants and sub-contractors) and must have the benefit of adequate insurance therefore, and provide evidence thereof to the Purchaser on request.

8. CARRIAGE AND PACKAGING

- 8.1 Carriage to be paid by Supplier to Purchaser's delivery address, unless otherwise agreed and stated on the Order;
- 8.2 The Goods shall be securely packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements;
- 8.3 All packaging shall be considered as non-returnable and the cost as having been included in Supplier's price, unless otherwise agreed and stated on the Order. Packaging associated with the purchase of Personal Computers and Printers will be removed by the Supplier at no additional cost to the buyer.

9. INSPECTION REJECTION AND GUARANTEE

- 9.1 The Supplier shall permit the Purchaser or his authorised representative to make any inspections or tests he may reasonably require and the Supplier shall afford all reasonable facilities and assistance free of charge at his/her premises. No failure to make complaint at the time of such inspection or tests and no approval given during or after such tests shall constitute a waiver by the Purchaser of any rights or remedies in respect of the goods;
- 9.2 The Purchaser may by written notice to the supplier reject any of the goods which fail to meet the requirement specified herein or which are defective in any way. Rejected materials will be the responsibility of the supplier as soon as the rejection is notified to the supplier. The Registry reserves the right to dispose of any rejected material after a period of 4 weeks following notification of rejection;
- 9.3 Any goods returned to the Supplier shall be returned at the Suppliers risk and expense.

10. PROPERTY AND RISK

- 10.1 Property and Risk in the goods shall without prejudice to any of the rights or remedies of the Purchaser pass to the Purchaser at the time of delivery.

11. INSURANCE, HEALTH & SAFETY

- 11.1 In order to undertake work on any National Cancer Registry premises a supplier is required to have the necessary insurance cover as agreed with the Registry;
- 11.2 Suppliers will be required to submit a copy of their Health & Safety Statement prior to working on the Registry premises.

12. INTELLECTUAL PROPERTY

- 12.1 The Registry will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this purchase, and supplier or contractor will execute any assignments or other documents needed for the Registry to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the Registry's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the Registry to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

13. CONFIDENTIALITY

- 13.1 The Supplier shall keep confidential and not disclose and shall procure that his/her employees keep confidential and do not disclose any information of a confidential nature obtained by him/her by reason of this purchase Order except information which is in the public domain otherwise than by reason of a breach of this provision;
- 13.2 The provisions of paragraph 13 shall apply during the continuance of this Order and after its termination howsoever arising.

14. TRANSFER AND SUB-CONTRACTING

- 14.1 Suppliers shall not sub-contract this Purchase Order without prior approval in writing. The Registry shall be entitled to terminate this Purchase Order in the event that the supplier fails to deliver the goods/service order within the time stated on the Purchase Order;
- 14.2 No sub-contracting shall in any way relieve the Supplier of any of his/her responsibilities under this Purchase order;
- 14.3 Any such transfer shall be null and void.

15. PRICE

- 15.1 The price specified on the order shall remain fixed and no increase will be accepted by the Purchaser unless otherwise agreed in writing before the execution of the order. All direct charges such as but not limited to packaging, freight, insurance & import duties shall be included in the price.

16. LAW

- 16.1 This purchase order shall be governed by the laws of the Republic of Ireland in every particular including information and interpretation and shall have been made in the Republic of Ireland.

17. GENERAL

- 17.1 Supplier's acknowledgement referring to Purchaser's Order or commencement of work shall be deemed acceptance of the terms of the Order;
- 17.2 Subject to any amendment, these Conditions shall be the entire understanding of the parties and no representation whatsoever whether oral or written shall have any binding effect;
- 17.3 The headings to Conditions shall not affect their interpretation. If any part of any Conditions shall be held to be unenforceable to any extent the remainder of the Order shall nevertheless remain in full force and effect;
- 17.4 Where the Supplier provides a Service on the Purchaser's premises the Service shall be performed in accordance with the Purchaser's site rules and regulations which shall be agreed prior to commencement of work. Any notice given pursuant to the Order must be in writing and may be sent by hand, or by post or transmitted by telex or facsimile transmission to the address shown on the Order and shall be deemed to have been served on the day when it would be received by the addressee in normal business hours;
- 17.5 No variation or modification expressed to be an amendment to this Contract shall have any effect unless made in writing and signed by a duly authorised representative of the Purchaser and the Supplier;
- 17.6 The failure of National Cancer Registry to enforce any of the terms and conditions shall not be construed as a waiver of its rights hereunder of any of these terms.