

**GENERAL TERMS AND CONDITIONS
FOR THE SUPPLY OF GOODS AND SERVICES
THIS CONTRACT WHICH SHALL ACT AS THE TERMS AND CONDITIONS FOR THE
SUPPLY/LEASE OF**
MADE BETWEEN
Apleona HSG Limited

1. BACKGROUND

The purchaser of goods and/or services is Apleona. The provider of goods and/or services shall be as stated on the Purchase Order ("Supplier"). The goods and/or services to be supplied shall be as stated in the Purchase Order ("goods" and "services"). The "Purchase Order" shall mean a Apleona purchase order or similar document which specifies that these conditions apply to it. The "Contract" shall comprise of these conditions, the Purchase Order and any documents referred to in the Purchase Order. In the event of any conflict between these documents, the provisions of these conditions shall prevail.

2. APPLICABILITY AND LAW

2.1 These conditions shall apply to the Contract between Apleona and Supplier, subject to any amendments referred to in the Purchase Order or otherwise agreed in writing by Apleona to the entire exclusion of any other express conditions.

2.2 On receipt by Apleona of an acknowledgement of the Purchase Order or Supplier commencing performance of the Purchase Order, whichever is the earlier; the Supplier will be deemed to have accepted the Purchase Order on these conditions.

2.3 The Contract shall be governed and construed by the laws of the Republic of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

2.4 All correspondence shall be in the English language.

3. COMMITMENT

Unless otherwise agreed in writing by Apleona, the Purchase Order shall not imply any commitment by Apleona to contract exclusively with Supplier or to the total quantity, mix, continuity or value of goods or services to be provided thereunder.

4. TERMINATION

4.1 Should Supplier, in the sole judgement of Apleona:

- **4.1.1** fail to provide satisfactory performance of this Contract; or performance which shall be measured as per Apleona Management Information System.

- **4.1.2** fail to fulfil or comply with any of its obligations hereunder and, where such failure is remediable, fail to remedy such failure within 14 days of notice in writing from Apleona specifying the failure and requiring its remedy; or
- **4.1.3** become bankrupt, or make an arrangement or composition with its creditors, or have a petition presented or a resolution passed for its winding up, or have an administrator, manager, receiver or administrative receiver appointed in respect of it, or is unable to pay its debts; then Apleona shall be entitled to terminate this Contract forthwith by giving notice in writing to Supplier.
- **4.1.4** The Supplier accepts that if they are not fulfilling their obligations, Apleona must have rights of additional monitoring and step in to protect Apleona's position
- **4.1.5** Apleona can amend the services by our declaration any time.

4.2 Without prejudice to any other rights, Apleona may terminate this Contract at any time and for any or no reason upon giving to Supplier at least three months written notice.

4.3 Termination by Apleona shall be without prejudice to any rights Apleona may have arising from this Contract or any prior breach hereof, and to any provision of this Contract which expressly or impliedly have effect after termination and it shall not affect the coming into force or continuation in force of any provision contained in the Contract which is expressly or by implication intended to come into or continue in force on or after such termination.

4.4 For the avoidance of doubt, if this Contract is terminated, without prejudice to any other provision, Supplier shall not be entitled to payment for any costs incurred or goods or services supplied after the effective date of termination. Neither shall Apleona's Management be held liable for damages howsoever arising or loss of anticipated profits on account of such termination.

5. PAYMENT

5.1 In consideration of the provision of goods and/or services, Apleona shall pay the Supplier in accordance with the prices and rates ("charges") referred to in the Purchase Order.

5.2 Subject to Clause 5.4, charges (and subsequently accepted variations to such charges in accordance with this paragraph) shall remain fixed for a minimum period of twelve months or such other period as is specified in the Purchase Order. Thereafter Apleona may consider reasonable request for any variations but shall not be obliged to accept any such variations. Such requests shall be substantiated by full supporting documentation and submitted to Apleona in writing at least 30 days before the proposed date of any such variation.

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5.3 In the event that agreement on the new charges cannot be reached between the parties then either party may terminate this Contract by giving three months written

notice. If the Contract is so terminated, the charges during the notice period shall be at the previously agreed levels.

5.4 The Supplier shall notify Apleona of and pass on to Apleona, by way of reduced charges, the benefit of any cost savings to the Supplier resulting from technology and process changes.

5.5 Apleona reserves the right to deduct from or offset against any monies due or becoming due to Supplier in respect of this Contract any monies due from Supplier on any account howsoever arising.

5.6 Apleona reserves the right to deduct from or offset any monies due or becoming due to Supplier in respect of calculated deductions in accordance with Apleona superior Facility Management agreement.

6. INVOICING

6.1 Unless otherwise stated in the Purchase Order and subject to Clauses 6.2 and 6.3, Supplier shall submit itemised monthly invoices and such supporting documentation as Apleona shall reasonably require during each month in respect of goods and services provided during the previous month. Invoices must be forwarded to the address specified in the Purchase Order and must clearly reflect the Purchase Order or call-off number, or Apleona will have no obligation to pay them.

6.2 Unless otherwise stated in the Purchase Order, once-off purchases of goods shall be invoiced on delivery.

6.3 Unless otherwise stated in the Purchase Order, once-off provision of services shall be invoiced on completion.

6.4 In relation to the provision of services, where Apleona is to be charged on the basis of an hourly or daily rate, the Supplier shall ensure that its personnel keep daily an accurate, full and proper record of time incurred in the provision of the services and that, where appropriate, such records are signed by an Apleona Authorized employee and submitted with invoices. Apleona shall be charged only for time properly and effectively applied and maintained towards the provision of the services.

6.5 Unless otherwise stated in the Purchase Order, invoices shall be paid 60 days End of Month providing that the invoices are correct and include all required supporting documentation. Apleona reserves the right to alter payment terms to 60 days from receipt of invoice when the invoice is received more than ten days after the invoice date. Failure to submit a valid invoice within 90 days of services being performed may result in the invoice not being paid.

6.6 Value Added Tax, where applicable, shall be shown separately on all invoices. Unless otherwise stated in the Purchase Order, the invoice price shall be deemed to include all taxes (other than VAT), levies and duties of every kind and, where applicable, all packing, carriage, freight and insurance.

7. INSPECTION AND TESTING

Supplier agrees to allow Apleona authorised representatives to visit its premises and any other location which is in any way associated with this Contract to ensure that Supplier is discharging its responsibilities efficiently and to Apleona satisfaction. Supplier shall afford Apleona representatives every facility for such purposes at its premises and other such locations, including the provision of test records and other documentation (free of charge) and facility to observe and/or test any process or provision being carried out. Any such inspection or test, or failure to inspect or test, shall not in any way relieve Supplier from any of its obligations hereunder.

8. INDEPENDENT CONTRACTOR

8.1 For the purposes of this Contract, Supplier is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of Apleona, and they shall not hold themselves out to be so.

8.2 Supplier shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction (hereafter "Laws") and shall, unless otherwise stipulated in the Purchase Order, obtain and pay for all licences and permits necessary for the provision of goods and performance of services in accordance with such Laws.

9. LIABILITIES AND INDEMNITIES

9.1 Without prejudice to any other right which Apleona might have, Supplier shall indemnify Apleona and keep Apleona indemnified in full from and against all direct, indirect or consequential liability (including loss of profit), loss, damages, injury, claims, costs and expenses (including management and legal expenses) awarded against or incurred or paid by Apleona as a result of or in connection with:

- **9.1.1** Breach of any warranty given by Supplier in relation to the goods or the services;
- **9.1.2** Breach by the Supplier of any term of this Contract;
- **9.1.3** any infringement or alleged infringement of any patent, trade mark, service mark, copyright, moral right, design right, registered design, know how or any other intellectual property right of whatever nature subsisting in any part of the world ("Intellectual Property Rights") or other rights whatsoever of any other person arising in connection with the goods or services to be supplied under the Contract (whether by manufacture, importation, purchase, use, resale or otherwise);
- **9.1.4** any liability under the Consumer Protection Act 1987 and in respect of the goods;

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- **9.1.5** any act or omission of the Supplier or its employees, agents or subcontractors in connection with the provision of the goods; and

- **9.1.6** any act or omission of the Supplier or its employees, agents or subcontractors in connection with the performance of the services

9.2 Without prejudice to the generality of clause 9.1, Supplier shall indemnify and keep Apleona indemnified in full from and against and Apleona shall in no circumstances be liable for claims for loss of or damage to property owned, hired or used by Supplier or any of its sub-contractors, agents or employees, including, without limitation, any plant, vehicles, equipment, tools, temporary buildings, site huts and like items, whether or not such loss or damage is due in whole or in part to the negligence, act or omission of Apleona or its employees or agents.

10. INSURANCES

Without prejudice to Supplier's liability under clause 9, Supplier shall carry and maintain in force for the duration of this Contract the following insurances, to be evidenced by Certificates of Insurance made available to Apleona within **7** days of request :

10.1 Employer's Liability Insurance or similar insurance(s) in the amount of at least €13,000,000 in accordance with Laws which may be applicable to its employees, agents or sub-contractors engaged directly or indirectly in the performance of this Contract.

10.2 Comprehensive General Liability (including Professional Indemnity and Product Liability) insurance in the amount of at least €2,000,000, or the value of the Purchase Order if greater, for any one occurrence. Supplier represents and warrants that this insurance covers loss and damage relating to Apleona

10.3 Motor Vehicle Liability insurance, complying with the Road Traffic Acts and all other Laws relative to motor vehicles in respect of all vehicles (whether or not owned or hired) to be used in connection with the performance of this Contract. This insurance shall provide unlimited cover for personal injury including death and shall be in the amount of at least €1,000,000, or the value of the Purchase Order if greater, for any one occurrence of loss of or damage to property.

Such insurances will cover claims arising during the course of the Contract and for a period of 9 years following termination or expiry of the Contract.

11. FORCE MAJEURE

11.1 No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages or loss including anticipated profits if such delay or failure is caused by Force Majeure. Unless otherwise instructed by Apleona, Supplier shall recommence performance as soon as possible after the Force Majeure has ceased.

11.2 Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which the said party is unable to prevent or provide against by the exercise of reasonable diligence including, but not

limited to: acts of God or the public enemy; expropriation or confiscation of facilities; any form of Government intervention; war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots; floods, unusually severe weather conditions which could not reasonably have been anticipated; fires, explosions or other catastrophes; national or district strikes or any other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of Supplier's workforce.

11.3 If any delay or failure in performance, as set out above, persists for 7 days or more, Apleona shall have the right to terminate this Contract by giving 7 days' notice in writing to Supplier and, for the avoidance of doubt, the provisions of clauses 4.3 and 4.4 shall apply.

11.4 As far as performances are cancelled because of Force Majeure no claim for payment can be made against Apleona.

12. BUSINESS ETHICS AND CONFLICT OF INTEREST

Supplier shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with Apleona best interests. This obligation shall apply to the activities of the employees, agents and sub-contractors of Supplier in their relations with the employees and their families of Apleona and third parties arising from any Contract with Apleona and in connection with the provision of goods and services hereunder.

Supplier's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents and sub-contractors from making, receiving, providing or offering gifts or entertainment of more than nominal value, payments, loans or other consideration to anyone for the purpose of influencing individuals, firms or bodies corporate.

13. SUPPLY OF INFORMATION

Supplier shall provide to Apleona such information and evidence as Apleona shall reasonably require concerning the make-up of the Supplier's charges and pricing arrangements including (without limitation) details of the following:-

13.1 the costs and expenses of production of the goods and/or provision of the services;

13.2 any applicable overhead rates used in calculating the charges;

13.3 time, and rates applicable thereto, incurred in the provision of the services;

13.4 wages or salaries and other emoluments and benefits paid to employees engaged in production of the goods and/or provision of the services;

13.5 profit margins on the goods and/or services.

14. CONFIDENTIALITY

14.1 Supplier shall, and shall procure that its employees, agents and sub-contractors shall, apprise itself/themselves of and observe and obey Apleona Standard Rules and Regulations, including (without limitation) Apleona Security Policy. Supplier shall itself, and shall procure that its employees, agents and sub-contractors involved with the goods and/or services will, sign such confidentiality agreements as Apleona deems necessary.

14.2 Supplier shall not mention Apleona name in connection with this Contract or disclose the existence of this Contract in any publicity material or other similar communications to third parties without Apleona's prior written consent.

14.3 Whether or not Apleona shall require that any confidentiality agreement be executed under clause 14.1 above, the Supplier shall not (and shall use its best endeavours to procure that its employees, agents and sub-contractors shall not) during the Contract or at any time thereafter divulge or communicate to any person other than to officers or employees of Apleona whose province it is to know the same or use otherwise than on instructions of Apleona any confidential information including (without limitation) any information concerning Apleona trade secrets, processes, copyright materials, or products or services (existing or planned), the business, accounts, finance or contractual arrangements of Apleona of any details about any of its customers past or present or its or their other dealings, transactions or affairs which come to its knowledge during the Contract.

14.4 The provisions of clause 14.3 shall not apply to any information which is in, or comes into, the public domain otherwise than by breach of any of the provisions of this Contract, or any confidentiality agreement entered into with Apleona by the Supplier, its employees, agents or sub-contractors.

14.5 All records, tapes and documents (in whatever medium) and any copies thereof relating to the activities of Apleona for of its customers in the possession of the Supplier or under its control shall be and remain the property of Apleona and shall be delivered to it upon request from Apleona or upon termination of this Contract.

14.6 If Supplier becomes aware of any breach of confidence by any of its employees, agents, contractors, and sub-contractors it shall promptly notify Apleona and give Apleona all reasonable assistance in connection with any proceedings which Apleona may institute against any such persons.

15. RIGHTS OF AUDIT

Apleona or its representatives shall have the right, at any reasonable time, to audit and take copies of or extracts from all Supplier's books, accounts, records and original documents, including computer data, which are, in Apleona reasonable opinion, relevant to this Contract. Supplier shall preserve such documents for three years after the termination of this Contract.

16. ASSIGNMENT

16.1 Supplier shall not assign this Contract or any part thereof without Apleona's prior written approval.

16.2 Apleona shall have the right to assign any or all of its rights and obligations deriving from this Contract to its associated or subsidiary companies without the prior consent of Supplier.

17. SUB-CONTRACTING

17.1 Supplier shall not sub-contract all or any part of its obligations under this Contract (except delivery of goods) without Apleona prior written approval. All sub-contract documents and sub-contractor selection shall be subject to written approval by Apleona prior to award of each sub-contract. No such approval shall create any contractual relationship between Apleona and any sub-contractor.

17.2 Supplier shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.

17.3 Supplier shall maintain all sub-contract records and documentation, including, without limitation correspondence between Supplier and its sub-contractors and shall preserve such documents for three years after termination of this Contract. Supplier shall make such records and documentation available to Apleona as part of Apleona rights of audit under this Contract.

HEALTH, SAFETY AND ENVIRONMENT

18.1 Supplier shall take all reasonable precautions necessary to protect its personnel, the employees of Apleona, other contractors, sub-contractors, agents, customers, members of the general public and the environment and without limitation shall comply and secure compliance by its employees, sub-contractors, agents and licensees with :-

- **18.1.1** (without prejudice to the generality of clause 8.2) all legislation, regulations, orders and laws relating to health and safety or the environment, including, but not limited to, the Health & Safety at Work Act 1974 and the Environmental Protection Act 1990, any amendments thereto and all regulations and orders made there under; and
- **18.1.2** all EC and international legislation, regulations, laws and conventions relating to health and safety or the environment; and
- **18.1.3** all Apleona safety and other regulations and procedures which apply to the location at which goods or services are being provided; and, without prejudice to the generality of the foregoing, will take all reasonable precautions to avoid pollution of any type and releases of any emissions damaging to the environment.

18.2 Apleona reserves the right to exclude from its premises any person failing to meet the provisions set out in Clause 18.1 and generally to refuse access to any person without the necessity of specifying the reason for such refusal.

18.3 Supplier shall when supplying articles or substances ensure that it submits data sheets in accordance with COSHH regulations and in all cases ensure that there will be available in connection with the use at work thereof adequate information :-

- **18.3.1** about an article's use for which it is designed and has been tested;
- **18.3.2** about any harmful or hazardous or potentially harmful or hazardous properties, materials or ingredients, emissions or by-products;
- **18.3.3** about the results of any relevant tests which have been carried out on or in connection with a substance; and
- **18.3.4** about any conditions necessary to ensure that, when properly used, the article or substance will be safe and without risk to health or the environment.

In addition, all goods must be supplied with full instructions for their proper use, maintenance and repair and with any warning notices which are necessary or desirable clearly displayed.

18.4 The Supplier agrees at its sole cost, if requested by Apleona, to collect all packaging from its premises and to procure its disposal in accordance with all relevant environmental or other legislation.

19. OTHER WORK

19.1 Supplier shall take every care to avoid hindrance to or interruption of Apleona normal operations and shall comply with any Apleona instructions in this respect.

19.2 During performance of Contract, Supplier shall ensure good relations with any other contractors working on the Apleona premises.

20. PERSONNEL SERVICES

20.1 Where pursuant to this Contract, Supplier provides personnel who shall work under the direct supervision of Apleona ("Personnel Services"), Supplier warrants that:

- **20.1.1** it holds a current licence (where appropriate and where necessary), any amendments thereto and all regulations and orders made thereunder; and
- **20.1.2** in the event that any such personnel provided shall in Apleona sole judgement fail to prove satisfactory or suffer any injury or illness, without prejudice to any other right of Apleona under this Contract, Supplier shall on notification from Apleona withdraw the said personnel within 24 hours and shall, if requested by Apleona, within 48 hours of such notification provide a replacement; and

- **20.1.3** it shall have a current contract of service with such personnel; and

- **20.1.4** it shall make all appropriate PAYE, employee PRSI Contributions and other deductions and pay all appropriate employer PRSI Contributions and any other payments required by law to be made in respect of the personnel.
- **20.1.5** All employees of the supplier who are working on school premises shall have a full enhanced Garda vetting check and disclosure numbers forwarded to Apleona

20.2 Supplier shall indemnify and keep Apleona indemnified in full in respect of all and any claims or assessments made against Apleona or liabilities, costs, damages, expenses of Apleona-

- **20.2.1** arising out of any employment by Apleona of the personnel referred to in Clause 21.1; or
- **20.2.2** arising out of any claims from personnel in respect of their employment, any injury or loss, or otherwise.

20.3 Supplier will take every reasonable step to ensure that good industrial relations exist with its personnel and pay wages to such personnel which are fair and reasonable in the context of Personnel Services and the location at which Personnel Services are provided.

21. REMOVAL OF PERSONNEL

If Apleona should request that any employee or agent of Supplier or of a subcontractor of Supplier be removed from Apleona premises or from performance under the Contract for any reason (including, without limitation, any breach of clauses 18.1 or in accordance with clause 20.1.2), Supplier shall accede to such request and, if required by Apleona, shall provide a replacement acceptable to Apleona at no additional cost to Apleona

22. DELIVERY

22.1 The title and property in the goods shall pass to Apleona upon delivery or (in the case of delivery by instalments) upon delivery of each instalment, unless payment or part payment has been made prior to delivery in which event the property in any materials, components or goods purchased or allocated by the Supplier for the purpose of this Contract shall immediately vest in Apleona

22.2 If any goods are delivered or services provided which fail to comply with the provisions of this Contract (however slight the failure to meet those requirements) by reason of quality, quantity or (without limitation) any other reason, or are delivered in error, without prejudice to any other rights, Apleona may at its sole discretion and at Supplier's risk and expense, either:-

- **22.2.1** return the goods or any instalment or any part thereof on the basis that a full refund for such goods shall be paid forthwith by the Supplier; or

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- **22.2.2** require immediate replacement or rectification by delivery of goods or performance of services which are in accordance with this Contract; or

- **22.2.3** require the immediate repair or remedy of any defects in the goods or deficiency in the services; or
- **22.2.4** repair or remedy the defects or deficiencies itself or by others; or
- **22.2.5** purchase equivalent goods or services elsewhere; or
- **22.2.6** refuse to accept any further delivery of goods or performance of any further services, without liability.

Apleona shall have the right to claim compensation for all its resulting costs and expenses. The making of any prior payment shall not prejudice Apleona right of rejection.

22.3 Without prejudice to clause 6.6, where by virtue of the Purchase Order the cost of carriage or freight has not been included in the unit price, the goods must be despatched in such a form that will minimise the total carriage or freight charge.

22.4 Any containers that are debited to Apleona account but are returnable must be clearly marked "Returnable".

22.5 Trade terms such as FOB, CFR etc shall be interpreted in accordance with Incoterms latest edition.

22.6 All consignments are to be addressed to Apleona at the correct location and forwarded to the delivery address shown in the Purchase Order. Apleona is under no obligation to accept delivery of goods or performance of services in advance of the delivery or performance dates shown in the Purchase Order.

22.7 Time shall be of the essence in relation to the delivery of the goods and performance of the services.

23. ATTACHMENTS

Apleona reserves the right to attach to any equipment comprised in the goods, without affecting any other rights it might have under the Contract or otherwise, any equipment or goods not supplied by the Supplier unless the Supplier shall prove to Apleona satisfaction that the inclusion would be detrimental to, incompatible with or have an adverse effect on the efficient use of such goods.

24. SPARES AND SUPPORT

24.1 The Supplier will, for a period of 10 years from the date of acceptance of the goods, make available on demand sufficient spares and support to enable the goods to be properly maintained. If, notwithstanding Clause 24.1, the Supplier ceases to make available sufficient spares and support, without prejudice to any other right which Apleona may have, the Supplier shall make available sufficient information, patterns, drawings, dies, tooling or other matters together with any licences required to enable the manufacture and supply of spares or the provision of support from another source to Apleona for its use and enjoyment, at no extra cost.

25. INTELLECTUAL PROPERTY RIGHTS

25.1 Supplier warrants that the supply to or use by Apleona of the goods, the performance of the services or the use of anything arising from the performance of the services will not in any way infringe any Intellectual Property Rights or any other right whatsoever of any third party, nor will it be illegal.

25.2 All Intellectual Property Rights arising from the provision of services (including, without limitation, Personnel Services) or arising from the creation, development or modification of goods specifically for Apleona, under this Contract, shall be vested in Apleona as they arise.

25.3 Supplier undertakes at the request and expense of Apleona to do all acts and execute all documents as Apleona may from time to time reasonably require for the purpose of any registration of, and confirming Apleona's title to, the Intellectual Property Rights referred to in Clause 25.2 in any part of the world.

26. WARRANTIES

26.1 Supplier hereby warrants its power to enter into contracts and has obtained all necessary approvals to do so.

26.2 Supplier hereby warrants that any goods supplied to Apleona will be free from encumbrance.

26.3 Supplier shall use its best endeavours to assign to Apleona all benefits of the Manufacturer's warranty, or any other guarantee which may apply to any goods supplied.

26.4 Supplier warrants that: -

- **26.4.1** the goods will be of satisfactory quality and fit for any purpose held out by the Supplier and for any purpose made known to the Supplier by Apleona; and
- **26.4.2** the goods will comply in every respect with any specifications, drawings, samples or descriptions provided by the Supplier and those provided or required by Apleona; and
- **26.4.3** the goods will comply with all statutory requirements and regulations and all codes of conduct relating to the sale of the goods, including all relevant British Standards (or equivalent agreed in writing by Apleona).

26.5 Supplier warrants that the services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Apleona to expect in all the circumstances and will comply in every respect with any specifications provided by the Supplier and any specifications provided or required by Apleona and any statutory or regulatory requirements.

26.6 Any warranty on the goods provided by the Supplier shall be subject to Apleona standard Maintenance Terms and Conditions from time to time, warranty services

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are to be discharged at Apleona premises at a Service Level defined by Apleona at the time of purchase of the goods.

26.7 Supplier shall notify Apleona on request of the costs associated with any Supplier warranty provision. Apleona reserves the right to purchase goods without this warranty element and the price shall be reduced by an amount equal to such costs. The Supplier will provide assistance to Apleona maintainer by selling the appropriate spares and tools to Apleona maintainer to enable the successful provision of maintenance.

26.8 Notwithstanding that Apleona may elect to purchase goods without the Supplier's warranty, the provisions of this Contract and in particular clause 26.4 shall still apply to such goods.

27. NOTICES

27.1 Any demand, notice or communication shall be deemed to have been duly served:

- **27.1.1** If delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day service shall be deemed to occur on the next following working day).
- **27.1.2** If given or made by prepaid post, two working days after being posted.

27.2 Any demand notice or communication shall be made in writing to the recipient at its registered offices, or in the case of Apleona, at Apleona, Landscape House, Landscape Road Dublin 14 (or such other address as may be notified in writing from time to time) and shall be marked for the attention of Head of Department, Procurement.

28. WAIVER

28.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under this Contract shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

28.2 Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

29. HEADINGS

The headings to the clauses of this Contract shall not affect the construction of this Contract.

30. SEVERABILITY

If any part of this Contract is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

31. JOINT AND SEVERAL

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout these General Terms and Conditions shall include all genders and the plural, and the successors in title to the parties.

AGREEMENT SIGNATURES

We accept this Agreement and agree to be bound by same as the Terms and Conditions of our Service Level Agreement

Signed:

APLEONA

Date.

Signed (Company Name)

Date..... COMPANY STAMP