

Insulated Panels
Ireland

Terms & Conditions of Sale



Kingspan Terms & Conditions of Sale

Interpretation

- 1.1 In these Conditions:
- 'KINGSPAN' means Kingspan Ltd, Kingscourt, County Cavan, registered in Ireland under number 40188.
- 'BUYER' means the person who accepts a quotation from Kingspan for the sale of the Goods (as next defined) or whose order for the Goods is accepted by Kingspan by issuing the Kingspan Confirmation Order.
- 'CONDITIONS' means the terms and conditions of sale of Kingspan set out in this document and includes any special terms and conditions agreed in Writing (as defined below) between the Buyer and Kingspan.
- 'CONTRACT' means the contract for the purchase and sale of the Goods.
- 'DELIVERY ADDRESS' The address where the Goods are to be delivered by Kingspan (if Kingspan are to deliver) more specifically as detailed in the Kingspan Order Confirmation, and if none is specified then the Buyer shall collect the Goods from Kingspan at a location nominated by Kingspan.
- 'DELIVERY CONSTRAINT' Any and all limitations preventing free access of standard length articulated vehicles from the point of manufacture or storage of the Goods by Kingspan to the unloading location on the Delivery address more specifically as set out by the Buyer in the Kingspan Order Confirmation.
- 'DELIVERY PRICE' The cost of carriage of the Goods from the place of manufacture or storage by Kingspan to the Delivery address if Kingspan are to deliver the Goods to the Delivery address.
- 'ESTIMATED DELIVERY DATE(S)' The date or dates as specified in the Kingspan Order Confirmation when Kingspan shall endeavour to deliver the Goods to the Delivery address.
- 'GOODS' means manufactured building and insulation products, building and insulation systems or ancillaries which Kingspan is to supply to the Buyer in accordance with these Conditions, and as more specifically set out in the Kingspan Order Confirmation.
- 'GOODS PRICE' means the price for the Goods "ex works" at the location that Kingspan shall manufacture or store the Goods.
- 'KINGSPAN ORDER CONFIRMATION' Document issued by Kingspan with details of the Goods ordered and Buyer details which the Buyer must sign, date, acknowledge and return to Kingspan.
- 'TOTAL PRICE' the sum of the Goods Price and the Delivery Price (if any).
- 'WRITING' includes telex, cable, facsimile transmission, electronic mail and post and any other comparable means of communication.
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.4 In interpreting these Conditions, no regard shall be had to the contra proferentem rule or any similar rule of interpretation which would narrow the meaning of the words used in these Conditions in a manner prejudicial to one party only.

Basis of the Sale

- 2.1 Kingspan shall sell and the Buyer shall purchase the Goods in accordance with the terms of a Contract formed in accordance with these Conditions. Any written quotation of Kingspan ("Kingspan's Quotation Document") shall be an invitation to treat, rather than an offer. Any written acceptance by the Buyer of Kingspan's Quotation Document, or any written order for Goods by the Buyer (either a "Buyer's Order") shall be an offer by the Buyer to purchase the Goods set out in the Kingspan's Quotation Document or written order for the Goods by the Supplier, as applicable, in accordance with these Conditions. A Contract shall not come into existence unless and until acceptance of a Buyer Order is confirmed in the Kingspan Order Confirmation. These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer, and/or which are implied by trade, custom, practice or course of dealing.
- 2.2 No purported variation to these Conditions or any subsequent variation shall be binding on Kingspan unless agreed in writing (which in this case shall not include email) by the head of the legal department for the time being of Kingspan or a Main Board Director of Kingspan and agreed in writing by the authorised representative of the Buyer.
- 2.3 Kingspan's employees or agents are not authorised to make any representations or warranties concerning the Goods unless confirmed by Kingspan in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.4 Any typographical, clerical or other error or omission in any sale literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Kingspan shall be subject to correction without any liability on the part of Kingspan.
- 2.5 Any advice or recommendation given by Kingspan or its employees or agents to the Buyer or its employees or agents as to the storage, application, installation or use of the Goods, which is not confirmed in Writing by Kingspan, is followed or acted upon entirely at the Buyer's own risk, and accordingly Kingspan shall not be liable for any such advice or recommendation which is not so confirmed.

- 2.6 If the Buyer has not signed the Kingspan Order Confirmation then acceptance of the Goods (even if later rejected by the Buyer in accordance with these Conditions) shall constitute agreement by the Buyer to these Conditions and to the terms of the Contract.

Orders & Specifications

- 3.1 The Buyer shall be responsible to Kingspan for ensuring the accuracy of the information submitted by the Buyer given in the Kingspan Order Confirmation, and for giving Kingspan any further necessary information relating to the Goods within a sufficient time to enable Kingspan to perform the Contract in accordance with its terms.
- 3.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Kingspan Order Confirmation.
- 3.3 The specification and design of the Goods (including the copyright, design right or other intellectual property in them) shall be the property of Kingspan or its licensors. Where any designs or specifications have been supplied by the Buyer for manufacture by or to the order of Kingspan then the Buyer warrants that the use of those designs or specifications for the manufacture, processing assembly or supply of goods shall not infringe any of the rights of any third party.
- 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by Kingspan in accordance with a specification submitted by the Buyer, the Buyer shall indemnify Kingspan against all loss, damages, costs and expenses awarded against or incurred by Kingspan in connection with or paid or agreed to be paid by Kingspan in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from Kingspan's use of the Buyer's specification.
- 3.5 Kingspan reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements or, where the Goods are to be supplied to Kingspan's specification, which do not materially affect their quality or performance.
- 3.6 No order which has been accepted by Kingspan may be cancelled by the Buyer except with the agreement in Writing of Kingspan and on terms that the Buyer shall indemnify Kingspan in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Kingspan as a result of cancellation.

Price of the Goods

- 4.1 The Buyer shall pay the Total Price of the Goods to Kingspan. Kingspan may quote a price for the Goods. All such prices quoted are valid for 30 days only and are on an ex-works basis after which time they may be altered by Kingspan without giving notice to the Buyer.
- 4.2 Kingspan reserve the right, by giving notice to the Buyer at any time before delivery, to increase the Total Price to reflect any increase in the cost of raw material or delivery cost to Kingspan which is due to any factor beyond the control of Kingspan.
- 4.3 If the cost of manufacture, storage or delivery of the Goods is increased as a result of the Buyer changing the Estimated Delivery Date, quantity or specification for the Goods or where there is any delay resulting from any change of instructions of the Buyer or a failure of the Buyer to give Kingspan adequate information or instructions (including any failure to advise Kingspan of any Delivery Constraint) then Kingspan reserves the right to increase the Total Price to reflect such increase in cost and Kingspan will give notice to the Buyer at any time before delivery of the Goods of such increase in Total Price.
- 4.4 The Total Price is exclusive of any applicable Value Added Tax, or other State or local taxes, which the Buyer shall be legally liable to pay to Kingspan, and the Buyer shall pay such taxes to Kingspan.
- 4.5 The cost of any pallets or returnable containers or ancillaries will be charged to the Buyer in addition to the Total Price if they are required to ensure safe delivery of the Goods but full credit will be given to the Buyer provided they are returned undamaged to Kingspan within seven days of delivery.

Terms of Payment

- 5.1 Kingspan shall be entitled to invoice the Buyer for the Total Price (or, at Kingspan's sole direction the Goods Price or the Delivery Price) at any time after the Contract is entered into.
- 5.2 The Buyer shall pay the price of the Goods within 30 days of the end of the month of the date of Kingspan's invoice, even if delivery has not taken place and the property in the Goods has not passed to the Buyer. Where the payment days differ from those above these will be stated in the Buyers credit terms with Kingspan.
- 5.3 If the Buyer fails to make any payment on the due date then, Kingspan shall be entitled to:
- 5.3.1 terminate the Contract with immediate effect and/or suspend any further deliveries to the Buyer;
- 5.3.2 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract between the Buyer and Kingspan) as Kingspan may think fit (notwithstanding any purported appropriation by the Buyer); and
- 5.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5% per annum above Bank of Ireland base rate from time to time, until payment in full is made with interest to be charged on a daily basis.

- 5.4 Kingspan will not exercise their right to cancel the Contract under clause 5.3 without first notifying the Buyer that he has failed to make payment in full in accordance with these terms of payment and allowing the Buyer three working days from the date of the notification to make the payment in full. Kingspan may give this notification in writing or orally (including by telephone);
- 5.5 If the Buyer makes payment late then the time for delivery of the Goods may be extended by Kingspan by the same period as the payment was late.

Delivery

- 6.1 Delivery of the Goods shall be made by Kingspan to the Delivery address. Deliveries will be made using articulated vehicles as the standard method of delivery, however, Kingspan may use other vehicle types at Kingspan's discretion. If the Buyer has a specific vehicle requirement or if there are any limitations on the size of vehicle used for delivery this must be specified by the Buyer as a Delivery Constraint in the Kingspan Order Confirmation.
- 6.2 Time and date for delivery shall not be of the essence unless previously agreed by Kingspan in writing. Kingspan will endeavour to deliver the Goods on the Estimated Delivery Date(s) but the Goods may be delivered by Kingspan in advance of the Estimated Delivery Date(s) upon giving reasonable notice to the Buyer.
- 6.3 Kingspan may elect to deliver the Goods in instalments and, where the Goods are to be delivered in instalments, failure by Kingspan to deliver any one or more of the instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.4 If Kingspan fails to deliver the Goods for any reason other than any cause beyond Kingspan's reasonable control or the Buyer's fault, and Kingspan is accordingly liable to the Buyer, Kingspan's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest alternative market) of goods of similar specification to the Goods to replace those not delivered over the Total Price of the Goods.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give Kingspan adequate delivery instructions at the time stated for delivery then, Kingspan may:
- 6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 6.5.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any balance due to make payment up to the Total Price.

Risk & Property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery at the Delivery address (where Kingspan is to deliver the Goods to the Delivery address) or at Kingspan's works (where the Buyer is to collect the Goods) or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Kingspan has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until Kingspan has received in cash or cleared funds payment in full of the Total Price of the Goods and all other Goods agreed to be sold by Kingspan to the Buyer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Kingspan's agent and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Kingspan's property. The Buyer shall still be entitled to sell or use the Goods in the ordinary course of its business, but shall immediately account to Kingspan for the proceeds of sale of the Goods, including any insurance proceeds.
- 7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) Kingspan shall be entitled at any time to require the Buyer to deliver up the Goods to Kingspan and to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Kingspan but if the Buyer does so, all monies owing by the Buyer to Kingspan shall (without prejudice to any other right or remedy of Kingspan) forthwith become due and payable.
- 7.6 The Buyer shall not be entitled to withhold payment of any amount payable under the Contract to Kingspan because of any disputed claim of the Buyer in respect of defective Goods or any other breach of the Contract nor shall the Buyer be entitled to set off against any amount payable under the Contract to Kingspan any monies which are not then presently payable by Kingspan for which Kingspan disputes liability.

Warranties & Liability

- 8.1 Subject to the conditions set out below Kingspan warrants that at the time of delivery the Goods will correspond with their specification and will be free from defects in material workmanship for a period of six months from the date of their initial use or six months from delivery, whichever is the first to expire.
- 8.2 The above warranty is given by Kingspan subject to the following conditions:
- 8.2.1 Kingspan shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer or any failure by the Buyer to install the Goods correctly or failure to comply with Kingspan's installation guidelines issued from time to time. For the avoidance of doubt, Kingspan is a supplier of Goods and has no input into the design of any project which the Goods maybe incorporated into;

- 8.2.2 Kingspan shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Kingspan's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Kingspan's approval;
- 8.2.3 Kingspan shall be under no liability for colour degradation in any materials or components incorporated in the Goods or used in their manufacture;
- 8.2.4 Kingspan shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the Total Price for the Goods has not been paid by the due date for payment; and
- 8.2.5 the above warranty does not extend to parts, materials or equipment not manufactured by Kingspan in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Kingspan.
- 8.3 Save as expressly provided in these Conditions, all warranties, representations, statements, conditions or other terms express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.
- 8.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall be notified to Kingspan within 7 days after discovery of the defect or failure. If the Buyer does not notify Kingspan accordingly, the Buyer shall not be entitled to reject the Goods and Kingspan shall have no liability for such defect or failure and the Buyer shall be bound to pay the Total Price as if the Goods had been delivered in accordance with the Contract.
- 8.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Kingspan in accordance with these Conditions, Kingspan shall be entitled to repair or replace the Goods (or the part in question) or at Kingspan's sole discretion, refund to the Buyer the Total Price of the Goods (or a proportionate part of the Goods Price where not all the Goods are defective) and, to the fullest extent permitted by law, Kingspan shall have no further liability to the Buyer.
- 8.6 Nothing in these Conditions shall limit Kingspan's liability for death or personal injury caused by Kingspan's negligence, fraud, fraudulent misrepresentation or any other matter for which liability may not be limited under applicable law.
- 8.7 Subject to Clause 8.6, in no event shall Kingspan have any liability whatsoever to the Buyer, whether in contract, tort (including negligence), or otherwise for any indirect, special, incidental, economic or consequential loss or damage including, without limitation, loss or damage incurred as a result of loss of time, loss of savings, loss of data, loss of goodwill, loss of business or loss of profits.
- 8.8 Subject to Clause 8.6, Kingspan's entire liability for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage whatsoever, arising out of or in connection with the Contract or otherwise shall not in any event exceed the Total Price of the Goods in respect of any event or series of connected events.
- 8.9 Kingspan shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Kingspan's obligations under the Contract, if the delay or failure was due to any cause beyond Kingspan's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Kingspan's reasonable control:-
- 8.9.1 Act of God, explosion, flood, tempest, fire or accident;
- 8.9.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition or malicious damage;
- 8.9.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 8.9.4 import or export regulations or embargoes;
- 8.9.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Kingspan or of a third party);
- 8.9.6 failure of a utility service or transport or telecommunications network;
- 8.9.7 difficulties in obtaining raw materials, labour fuel, parts of machinery; or
- 8.9.8 power failure or breakdown in machinery.

Indemnity

- 9.1 If any claim is made against the Buyer that the Goods infringe or that their use or sale infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, Kingspan shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:
- 9.1.1 Kingspan is given full control of any proceedings or negotiations in connection with any such claim;
- 9.1.2 the Buyer shall give Kingspan all reasonable assistance for the purposes of any such proceedings or negotiations and
- 9.1.3 except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of Kingspan (which shall not be unreasonably withheld);
- 9.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent if the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

- 9.1.5 Kingspan shall be entitled to the benefit of, and the Buyer shall accordingly account to Kingspan for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonable withheld) to be paid by, any other party in respect of any such claim;
- 9.1.6 without prejudice to any duty of a Buyer at common law, Kingspan shall be entitled to require the Buyer to take such steps as Kingspan may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which Kingspan is liable to indemnify the Buyer under this clause.

Insolvency of Buyer

- 10.1 This clause applies if:
- 10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 10.1.2 any action is taken by any person to appoint a receiver, administrator, administrative receiver, examiner, trustee, or similar officer of the Buyer or any of the property or assets of the Buyer or any such receiver, administrator, administrative receiver, examiner, trustee, or similar officer is appointed; or
- 10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 10.1.4 Kingspan reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
- 10.1.5 analogous to any of the foregoing occurs in any applicable jurisdiction.
- 10.2 If this clause applies then Kingspan shall be entitled to terminate the Contract with immediate effect and/or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Total Price shall become immediately due and payable not withstanding any previous agreement or arrangement to the contrary.
- 10.3 If any of the above mentioned events occur as outlined in clauses 10.1.1 – 10.1.3, then the Buyer shall inform Kingspan within 5 business days of such an event occurring. The Buyer is obliged to have adequate insurance run off cover in place for a minimum period of 6 years if any of the events as outlined in clauses 10.1.1 – 10.1.3 occur. If no such cover is in place when a liquidator is appointed then the liquidator is obliged to take out such cover.

Export Terms

- 11.1 In these Conditions 'Incoterms' means the International Rules for the Interpretation of Trade Terms of The International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 11.2 Where the Goods are supplied for export from Ireland the provisions of this clause 11 shall (subject to any special terms agreed in Writing between the Buyer and Kingspan) apply not withstanding any other provision of these Conditions.
- 11.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and the exportation from the country of manufacture and for the payment of any duties there on.
- 11.4 The Buyer shall be entitled to attend the testing and inspection of the Goods by Kingspan at Kingspan's premises before transportation. Kingspan shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 11.5 Payment of all amounts due to Kingspan shall be made by irrevocable letter of credit opened by the Buyer in favour of Kingspan and confirmed by a bank in Ireland acceptable to Kingspan.

Dispute Resolution

- 12.1 Any dispute arising out of or in connection with these Conditions or a Contract including, without limitation, the existence or formation of a Contract (a "Dispute") shall be referred at first instance to senior representatives of each of the parties who shall endeavour in good faith to resolve the Dispute.
- 12.2 In the event that a Dispute cannot be resolved by such senior representatives within fourteen (14) days of referral of the Dispute to them, then either party shall be entitled to refer the Dispute to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") procedures then in force. The mediation process will be commenced by service by one party on the other of a notice in Writing that the issue is to be referred to mediation (the "Mediation Notice"), but in the event that the parties are unable to agree on a choice of mediator within seven (7) days of the date of service of the Mediation Notice, the parties shall accept a mediator nominated by CEDR. Each party shall bear its own costs in respect of the mediation.
- 12.3 In the event that a Dispute remains unresolved sixty (60) days after the date of service of the Mediation Notice, then the Dispute shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Rules, as adopted by the Arbitration Act 2010, which Rules are deemed to be incorporated by reference into this Clause 12.3.
- 12.4 Nothing in these Conditions shall prevent either party from seeking injunctive or other relief in a court of law to protect or enforce its legal rights.

General

- 13.1 Kingspan is a member of the group of companies whose holding company is Kingspan Group plc, having its registered office at Dublin Road Kingscourt Co. Cavan Ireland and accordingly Kingspan may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Kingspan.
- 13.2 Kingspan and the Lion device are Registered Trademarks of the Kingspan group of companies.
- 13.3 Any notice required to be given to the Buyer under these Conditions shall be in Writing addressed to the Buyer at its registered office or principal place of business.
- 13.4 Any notice required to be given to Kingspan shall be in Writing addressed to Kingspan Ltd, Kingscourt, County Cavan or any other address notified in Writing by Kingspan to the Buyer.
- 13.5 The Contract constitutes the entire agreement between the parties with respect to its subject matter. The Buyer acknowledges and agrees that in entering into the Contract it does not rely on and shall have no remedies in respect of, any advice, recommendation, undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in these Conditions.
- 13.6 No waiver by Kingspan of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.7 If any provision of these Conditions, or any part of a provision of these Conditions, is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then the legality, validity and enforceability of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 13.8 Nothing in these Conditions shall create, or be deemed to create, a partnership or, subject to Clause 7.3, the relationship of principal and agent or employer and employee between the parties. No party shall have authority or power (and shall not represent themselves as having such authority or power) to contract in the name of the other party or to undertake any liabilities or obligation on behalf of or to pledge the credit of the other party save insofar as expressly provided in these Conditions.
- 13.9 The Contract shall be governed by and construed in accordance the laws of Ireland and, subject to Clause 12, the Buyer agrees to submit to the non-exclusive jurisdiction of the Courts of Ireland for the resolution of disputes under or in relation to the Contract.

Compliance with Anti- bribery & Corruption Laws

- 14.1 The Buyer shall and shall procure that persons associated with it or other persons who are involved in any way with this Contract shall:
- 14.1.1 comply with all applicable laws, statutes and regulations including but not limited to anti-bribery and anti-corruption legislation as specifically outlined in the UK Bribery Act 2010.
- 14.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 14.1.3 comply with Kingspan's Anti- Bribery & Corruption Policy as currently in force and any update thereof a copy of which can be found at <http://www.kingspan.com>;
- 14.1.4 maintain in place throughout the term of this Contract adequate policies and procedures under the UK Bribery Act 2010 and inform Kingspan immediately in writing in the case of any breach, investigation of prosecution thereunder;
- 14.1.5 promptly report to Kingspan any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with the performance of this Contract; and
- 14.1.6 immediately notify Kingspan in writing if a foreign public official becomes an officer or employee of the Buyer or acquires a direct or indirect interest in the (and the Buyer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract).
- 14.2 For the purpose of this Clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the avoidance of doubt, a breach of any of the terms of this Clause shall be a material breach in terms of the Contract.
- 14.3 The Buyer shall indemnify Kingspan against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Kingspan as a result of any breach of this Clause by the Buyer or any persons associated with it in connection with the performance of this Contract.
- 14.4 Any breach of this Clause by the Buyer or by anyone employed by the Buyer or acting on behalf of the Buyer (whether with or without the knowledge of the Intermediary) or the commission of any offence by the Buyer or by anyone employed by the Buyer or acting on the Buyer's behalf under the UK Bribery Act 2010 in relation to this Contract or any other contract with Kingspan, shall entitle Kingspan to terminate the Contract and recover from the Buyer the amount of any loss resulting from such termination.

Ireland

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