

Supply Terms and Conditions (the “Terms”)

1. Definitions:

1.1 Client

AH’s client pursuant to the Contract.

1.2 Confidential Information

All information relating to AH and/or the information which is provided to the Supplier by AH in relation to the Order, in whatever form, and includes information given orally and any document or electronic file but excluding information which is or becomes public information otherwise than by any actions of the Supplier.

1.3 Contract

The contract between AH and it’s Client to which the provision of Goods under these Terms relates.

1.4 Customer

These Terms shall apply in respect of: (1) Alternative Heat Limited, with current registered address of 18-19 Scarva Road Industrial Estate, Scarva Road, Banbridge, Co. Down, BT32 3QD, incorporated in Northern Ireland with company registration number NI054205 (“**AHL**”); and (2) AH Commercial Energy Solutions Ireland Limited, with current registered address of 3rd Floor Ulysses House, 23/24 Foley Street, Dublin 1, Ireland, D01W2T2, incorporated in Ireland with company registration number 636577 (“**AH CES**”), (both referred to in these Terms as ‘**AH**’). The relevant Customer address shall be identified on each Purchase Order.

1.5 Draw-Off Order

A bulk-order under a Purchase Order delivered by the Supplier to AH or direct to site by the manufacturer, in batch quantities and on various dates, as per AH’s specific instruction.

1.6 Goods

Products or supplies of any kind including raw materials, plant manufactured to an agreed design, and/or sub-contractor services provided by the Supplier.

1.7 Order

An order placed by AH to the Supplier for the provision of Goods pursuant to a Purchase Order.

1.8 Order Acknowledgement

An acknowledgement by the Supplier of a Purchase Order submitted by AH.

1.9 Purchase Order

The AH order form for the supply of Goods including Draw-Off Orders (also referred to in these Terms as a “**PO**”).

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1.10 Supplier

A company, individual or other entity, including a sub-contractor of AH, to whom a Purchase Order is issued.

1.11 For the avoidance of doubt, any references to “delivery” in these Terms shall include the collection of Goods by AH from the Supplier’s address or an agreed collection address.

2. Contract basis:

2.1 These Terms govern the supply of Goods sold by the Supplier to the Customer pursuant to a Purchase Order. These Terms constitute the final and entire agreement between the parties and shall have priority over any other Terms and Conditions which a Supplier seeks to introduce in connection with the Customer’s Order. These Terms shall supersede and replace any previous Terms and Conditions provided to the Supplier by the Customer and all previous negotiations or agreements between the Customer and the Supplier.

2.2 These Terms are applicable to all parties used for the supply of Goods to the Customer. The Supplier will be accountable and liable for the actions of any third-party or agent acting on its behalf in the course of the supply of the Goods.

3. Product profiles:

3.1 The Supplier must promptly provide, upon AH’s request, their full product profile, with product description per catalogue, including manufacture and bar code, ordering key, and lead times. The Supplier will make AH aware of any additions or changes to the original details provided as necessary for AH to maintain accurate product profiles and ensure correct re-ordering.

4. Purchase orders:

4.1 Upon receipt of Purchase Order(s), the Supplier will provide an Order Acknowledgment to confirm prices, quantity, and agreed date in accordance with the Purchase Order. The Order Acknowledgement shall be provided by email to the issuer of the Purchase Order with a copy also sent to: purchasing@alternativeheat.co.uk in respect of Orders placed by AHL and to purchasing@ahces.ie in respect of Orders placed by AH CES, within 48 hours of receipt of a Purchase Order. AH may at its discretion deem failure to issue an Order Acknowledgement as acceptance of and agreement to the terms of a Purchase Order.

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- 4.2 The Supplier will notify AH as soon as possible in the event that it is unable to meet an agreed delivery (either the delivery date and/or any agreed delivery time slot). Unless and until an amended delivery date is agreed, AH may cancel the Purchase Order without penalty, or may apply further terms including penalties for any further delay to an amended delivery date.
- 4.3 AH will not accept any amendment to agreed pricing where an Order Acknowledgement has been received in respect of a Purchase Order. Details of any price changes must be notified to AH prior to any new or additional Purchase Order.
- 4.4 Where no required delivery date is specified by AH on a Purchase Order, the Supplier will confirm a delivery date in the Order Acknowledgement.
- 4.5 AH reserves the right to amend delivery dates on existing Purchase Order(s), provided that this aligns with the Supplier’s lead times and is agreed with the Supplier. In the event that the Supplier is unable to fulfil its obligations in relation to an agreed delivery date, the Supplier must notify AH as soon as practicable and in any event, no less within 7 working days of the date on which it becomes aware, or ought reasonably to become aware, that it will be unable to deliver the Goods on the agreed delivery date. The Supplier and AH will then agree a new delivery date.
- 4.6 It is the Supplier’s responsibility to notify AH of any circumstances or limitations which will impact on its ability to fulfil existing Orders.

5. Delivery of product:

- 5.1 Deliveries must be made as per the details of the Purchase Order.
- 5.2 Any variation to the product and/or quantity to be delivered pursuant to any Purchase Order must be notified to AH’s Purchasing Department by email to: purchasing@alternativeheat.co.uk in respect of Orders placed by AHL and by email to purchasing@ahces.ie in respect of Orders placed by AH CES or to an AH representative, at least 48 hours in advance of the scheduled delivery.
- 5.3 The Supplier must provide a delivery vehicle appropriate to site requirements or in accordance with any special instructions provided. It is the Supplier’s responsibility to notify AH if an Order requires a particular delivery volume/vehicle or in respect of any specific issues regarding delivery.
- 5.4 All required delivery documents must be fully itemised and include product descriptions and loaded quantities. All accompanying documentation must quote the relevant AH Purchase Order number, job reference and any additional information relevant to the project phase; location; floor; allocation of materials and/or special instructions.

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- 5.5 It is the Supplier’s responsibility to ensure that the required delivery documents are duly signed by an authorised AH representative as proof of delivery and to retain such signed delivery documents for a minimum of 120 days.
- 5.6 The Supplier is obliged to make delivery as specified per the allocated time-slot. Where the Supplier has notified AH that it may potentially miss an agreed delivery slot, AH will aim to facilitate as best possible and find solutions where able by working with third parties to secure off-load and/or re-allocating of delivery time-slots. However, AH ultimately takes no responsibility for failed deliveries as a result of missed delivery time-slots. AH reserves the right to pass on to the Supplier any associated third-party or penalty costs incurred as a result of any failed deliveries.
- 5.7 Failed deliveries will be re-booked by AH and a new delivery date and/or time-slot will be communicated to Supplier. The Supplier must adhere to revised delivery dates and/or time-slots.
- 5.8 It is the Supplier’s responsibility to inform AH of any items which are considered ‘special’ or non-stock and therefore exceptional to standard re-stocking. The Supplier must clearly identify these items at the point of initial order inquiry, in the Order Acknowledgement and on all delivery documents. AH will assume no responsibility for re-stocking charges in respect of products which have not been clearly identified as “special” or non-stock.
- 5.9 It is the Supplier’s responsibility to inform AH in the Order Acknowledgement of i) additional carriage and/or delivery charges, or ii) re-stocking charges applicable to any Purchase Order. Charges added by the Supplier after the Order Acknowledgement has been issued will not be accepted by AH.
- 5.10 In respect of Draw-Off Orders, it is the responsibility of the Supplier to manage their own stock levels in order to fulfil their obligations pursuant to a Draw-Off Order. AH will assume no responsibility and will not accept liability for any charges in relation to the storing of materials at the Supplier’s storage facility.
- 5.11 Given the dynamic nature of the construction process, AH reserves the right to amend or cancel a Purchase Order due to changes in site requirements. Any bulk ordering by the Supplier in advance of a Purchase Order will be at its own risk and AH will not be liable for any costs or losses thereby incurred.
- 5.12 It is the Supplier’s responsibility to ensure that they have an agreed supply and/or delivery schedule in place with AH prior to commencing any manufacturing, and/or ordering of materials.

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6. Supplier warranties:

The Supplier warrants that:

- 6.1 All Goods supplied shall be of the best quality, material and workmanship, without defect and conform in all respects with the requirements of the Purchase Order(s) and/or Draw-Off Order(s) and any specifications notified by AH.
- 6.2 Where the Goods include any element of design by the Supplier, such design must be approved by AH prior to manufacturing and shall be carried out exercising all the reasonable skill, care, and diligence to be expected of a competent designer who is experienced in carrying out design work of a similar scope, nature, and complexity. The Supplier shall provide AH with design files and all required technical information required for incorporation of the Goods into any works.
- 6.3 Where the Goods include any element of design by the Supplier, professional indemnity insurance shall be maintained by the Supplier with a reputable provider for the duration of the Contract at a limit of cover of no less than £5,000,000.00 (or the equivalent amount in any relevant currency) or at such higher figure as shall be appropriate depending on the Contract value.
- 6.4 The Supplier will hold, throughout the duration of the Contract, all necessary permits and licences required to complete the Order and any relevant current industry accreditations as required by AH, with proof of same to be provided promptly upon request.
- 6.5 The Supplier shall be liable for the cost of any repair, replacement or making good of defects in the Goods supplied.
- 6.6 The Supplier will maintain a satisfactory quality and safety management system, including product recall procedure and processes, and will provide AH with all information relevant to same promptly upon request.
- 6.7 It is the Supplier’s responsibility to register for warranty protection any relevant Goods supplied. Proof of certification and warranty documentation shall be provided to AH upon receipt by the Supplier.
- 6.8 The Supplier will provide all necessary technical specifications, O&M manuals and product data sheets relating to the Goods supplied.

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7. Delay penalties:

- 7.1 Progress of pre-fabrication works and works on Client sites is dependent on the prompt supply of goods and materials by the Supplier to agreed timeframes/delivery dates. In the event of any delays caused by the Supplier, AH may incur additional costs including penalties under the Contract. In such cases, AH will issue a notice to the Supplier when terms under the Contract are breached including failed or delayed deliveries, or delivery of incomplete or incorrect products or quantities. Details of the costs or penalties payable will be set out in any notice issued by AH.
- 7.2 The Supplier must provide notice of delay by email to the Purchasing Department at: purchasing@alternativeheat.co.uk in respect of Orders placed by AHL and to purchasing@ahces.ie in respect of Orders placed by AH CES as soon as it becomes aware, or ought to reasonably be aware, of any potential delay in order to allow AH the opportunity to mitigate any potential consequences and impact on work projects. Nonetheless, penalties may still be incurred by AH even where prior notice of a delay has been given by the Supplier. In such circumstances, while AH will endeavour to minimise any such costs or penalties, AH reserves the right to relay these charges to the Supplier for reimbursement.

8. Proof of deliveries and invoices:

- 8.1 The Supplier will only issue an invoice upon receipt of signed delivery documents/signed confirmation of collection being issued by AH.
- 8.2 All invoices must be supported by a validly signed delivery document/signed confirmation of collection. In the absence of such supporting evidence, the invoice will be invalid and will not be processed for payment.
- 8.3 Acceptance of delivery is only valid if the required delivery document is signed by an AH approved signatory on site. A list of approved signatories may be requested by the Supplier at any time.
- 8.4 Responsibility for Goods shall only pass to AH upon signature of the required delivery documents or upon signature of the confirmation of collection.
- 8.5 All invoices, credit notes and statements in respect of AHL will be submitted by the Supplier via e-mail to accounts@alternativeheat.co.uk. All invoices, credit notes and statements in respect of AH CES will be submitted by the Supplier via e-mail to accounts@ahces.ie. If the Supplier is not able to submit invoices, credit notes and statements via email, the Supplier will inform AH and the parties will agree alternative arrangements which are acceptable to AH.

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- 8.6 Invoices are to be received at the relevant email address at clause 8.5 above no later than the 2nd working day of each month to ensure they are paid end of that current month. Otherwise, invoices received after this date will fall into the following month’s processing cycle, resulting in a delay in payment. Statements are to be received at the above email address by the 4th working day of each month. A statement is required to reconcile your account for payment, therefore failure to supply a statement will result in non-payment. The Supplier must issue Credit notes within 10 days of issue of any Goods Return Note.
- 8.7 The Supplier must not, under any circumstances, accept any verbal or written requests to carry out services or supply goods from anyone at AH without a validly signed Purchase Order including a PO number. Any invoice received which does not quote a valid PO number cannot be processed and will be returned to the Supplier.
- 8.8 AH’s payment terms are 30 days from end of month, unless AH has agreed varied payment terms of 60 days from end of month. This term will override any payment terms included in the Supplier’s invoice or elsewhere. Any deviation to these payment terms must be agreed in writing by an AH Director, prior to an invoice being issued by the Supplier.
- 8.9 AH will not be subject to any penalty in relation to early settlement discounts in the event that the Supplier delays in providing all necessary documents for account reconciliation.

9. Collections and returns:

- 9.1 Where incorrect and/or defective Goods have been received by AH, the Supplier must arrange collection from the delivery point.
- 9.2 In the event that AH notifies the Supplier by way of a “Goods Return Note’ or by email correspondence that Goods must be collected, such collection must take place within 14 working days of any of any such notification, or such other time frame as may be agreed. The notification email or Goods Return Note is to be used as a collection note for the uplift of the relevant Goods from the designated site.
- 9.3 Where a Goods Return Note has been issued, any outstanding invoices will be placed on hold pending the receipt of the associated credit note. Where Goods have been returned, invoices which have already paid will be placed on query by the AH accounts team, the Supplier will be duly notified and this may impact future payment.
- 9.4 A collection attempt made on behalf of the Supplier without the relevant Goods Return Note or copy email providing notification that collection is required may result in refused entry by site security or refusal by AH dispatch operatives to allow collection.

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- 9.5 AH does not accept replacement goods as exchange for damaged and/or faulty goods. The Supplier must issue a credit note in respect of any returned item. Replacement of Goods should be completed by way of either new Purchase Order or by way of an update to the original Order if the relevant Purchase Order is still open.
- 9.6 It is the Supplier’s responsibility at the time AH submits a Purchase Order to notify AH of any restocking charges which will be applied in respect of the collection of Goods in the event that there is no fault on the part of the Supplier. The terms of any restocking charges must be agreed in writing by AH prior to any Purchase Order being issued. In the absence of any such prior written agreement, any restocking charges which the Supplier seeks to impose will be treated as void.

10. Confidentiality:

- 10.1 The Supplier undertakes to treat all Confidential Information as confidential and to disclose it only to the extent permitted as set out at clause 10.2 below, and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.
- 10.2 Confidential Information may be disclosed: (i) to directors and employees of the Supplier on a need to know basis provided that any person to whom the Confidential Information is to be given is informed in writing of its confidential nature; (ii) to the extent that such information is required to be disclosed pursuant to any applicable law or regulation; and (ii) with the prior written consent of AH.

11. Ethical standards:

- 11.1 The Supplier confirms that it has anti-slavery and human trafficking policies and procedures in place to protect workers from exploitation.
- 11.2 The Supplier agrees to comply with all applicable laws and regulations under the relevant governing law of these Terms in relation to anti-bribery and anti-corruption. The Supplier confirms that an anti-bribery and corruption policy is in force within its organisation and that it will provide a copy of the same to AH upon request.
- 11.3 The Supplier agrees that it will not promise, offer, give or receive bribes or carry out any corrupt act in relation to the procurement or performance of their obligations under these Terms. For the purposes of this clause, “bribes” or “corrupt act” includes any payment, gift, or gratuity, whether in cash or in kind, intended to obtain or retain an advantage, or any other act deemed to be corrupt under the applicable governing law in respect of these Terms.

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12. Miscellaneous:

- 12.1 The Supplier agrees that consistent failure to comply with these Terms may result in withdrawal from AH’s approved supplier list.
- 12.2 The Supplier agrees to comply with all relevant legislation, regulations, industry standards, codes of practice and guidance insofar as they are applicable to the supply of Goods pursuant to the Order, including in respect of (but not limited to) health, safety and environment, data privacy and data protection.
- 12.3 Where the Customer under these Terms is AHL, the Terms will be governed by the laws of Northern Ireland and the Courts of Northern Ireland shall have exclusive jurisdiction in relation to any dispute arising in connection with these Terms or any non-contractual obligation arising out of or in connection with these Terms. Where the Customer under these Terms is AH CES, the Terms will be governed by Irish law and the Courts of Ireland will have exclusive jurisdiction in relation to any dispute arising in connection with these Terms or any non-contractual obligation arising out of or in connection with these Terms.
- 12.4 Should any dispute or difference arise between AH and the Supplier, either party may give notice to the other specifying the nature of the dispute or difference and nominating a date and time at which a senior representative of each party with authority to reach agreement as to the matters in dispute or difference will be available to meet to attempt to reach an amicable settlement of the dispute or difference. If the other party is unable to meet on the date proposed, then an alternative date shall be agreed between the parties.
- 12.5 Notwithstanding the above clause 12.4, either party may refer any dispute or difference to adjudication (to the extent applicable). The Adjudicator shall be an individual to be nominated by an appropriate nominating body to be agreed between AH and the Supplier and any adjudication shall be conducted under the adjudication provisions applicable under the relevant governing law of these Terms.
- 12.6 These Terms do not give rise to any third-party rights to enforce the provisions of these Terms, including, to the extent applicable under the relevant governing law of these Terms, under the Contracts (Rights of Third Parties) Act 1999.
- 12.7 AH may at any time assign or transfer any of its rights and obligations under these Terms. The Supplier shall not, without the prior written consent of AH, assign, transfer, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.
- 12.8 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, the remaining provisions of these Terms shall remain in full force and effect.

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- 12.9 A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 12.10 Except as set out in these Terms, no variation shall be effective unless it is agreed in written and signed by AH and the Supplier.

Signed on behalf of the Customer

Signed on behalf of the Supplier

Signature:

Signature:

Name & Position:

Paul Fitzsimons, Head of Procurement

Name & Position:

Company name: AHL/AH CES (as applicable)

Company name:

Address: 18-19 Scarva Rd Industrial Estate

Address:

Banbridge

Co Down

BT32 3QD

Date:

Date: