Oct 21, 2026

Purchase of goods, materials, equipment, fabrication and related services by ODS

Purchaser-protective B2B form | Republic of Ireland

IMPORTANT
This precedent applies where ODS buys goods, materials or services from a supplier or subcontractor. Attach or reference it on every Purchase Order. Where a supplier insists on its own terms, treat these Conditions as the negotiation baseline and escalate any departure for approval.

Commercial use note

These Conditions govern purchases by ODS of steel sections, plate, fixings, coatings, cladding, electrical and mechanical equipment, bought-out components, fabrication, galvanising, coating, design, testing, transport and other goods or services used in ODS's projects.

The Purchase Order should record the scope, specification, drawings, quantities, price, delivery dates, inspection and documentation requirements, and any liquidated damages. Many purchases support ODS's own obligations to its customers, so these Conditions are drafted to pass relevant risks down to the Supplier on a back-to-back basis.

These Conditions are for business-to-business purchases only. Seek review for imports from outside the EU, for purchases governed by a main-contract flow-down schedule, and for any supplier that refuses key protections such as warranty, title or liability terms.

Contract particulars

Item	Detail
Purchaser	Dundrum Steel Rhd Ltd T/A ODS Engineering Company No. 498552 Vat No. 9787008M
Trading name	ODS Engineering
Supplier	As identified in the Purchase Order
Purchase Order reference	[Insert]
Project / delivery location	[Insert]
Governing law and courts	Republic of Ireland / Irish courts
Version	October 2026

1. Definitions and interpretation

Applicable Law: all laws, regulations, binding codes, standards, permits and lawful requirements applicable to the Goods, the Services, the Supplier, ODS or the Site.

Business Day: a day other than Saturday, Sunday or a public holiday in Ireland on which banks in Dublin are generally open for business.

Conditions: these terms and conditions of purchase, as amended only in accordance with clause 28.

Contract: the contract between ODS and the Supplier for the purchase of the Goods and/or Services, comprising the documents listed in clause 2.5.

Contract Price: the price for the Goods and Services stated in the Purchase Order, as adjusted only in accordance with these Conditions.

Customer: any person for whom ODS is directly or indirectly procuring the Goods or Services, including ODS's client, main contractor, employer or end user.

Delivery Date: the date or dates for delivery of Goods or performance of Services stated in the Purchase Order or otherwise agreed in writing by ODS.

Delivery Point: the place stated in the Purchase Order or, if none, ODS's facility at [insert].

Documentation: all drawings, calculations, models, mill and material certificates, test reports, declarations of performance, CE or UKCA markings, welding records, inspection and test plans, operation and maintenance manuals, spare parts lists and other documents required by the Contract, Applicable Law or good industry practice.

Free-Issue Materials: materials, components, equipment, tooling or information supplied by or on behalf of ODS to the Supplier.

Goods: all goods, materials, components, equipment, structures and products (including any part of them) to be supplied by the Supplier under the Contract.

Good Industry Practice: the degree of skill, care, diligence, prudence and foresight that would reasonably be expected from a skilled and experienced supplier of goods and services of the same type, under the same or similar circumstances.

Head Contract: any contract between ODS and a Customer under which the Goods or Services are, or are to be, supplied onward or incorporated.

Intellectual Property Rights: patents, copyright, database rights, design rights, trade marks, trade secrets, know-how and all other intellectual property rights, registered or unregistered, anywhere in the world.

ODS: the Purchaser identified in the Contract Particulars.

Purchase Order: ODS's written purchase order, including any schedules, specifications and drawings attached to or referenced in it.

Services: all services to be provided by the Supplier under the Contract, including design, detailing, fabrication, coating, galvanising, testing, transport, installation and commissioning.

Site: any place at which Goods are to be delivered or Services performed, including ODS's premises and any Customer project location.

Specification: the description, drawings, standards, quality requirements and other technical requirements for the Goods or Services stated or referenced in the Purchase Order.

Subcontractor: a Supplier which performs any Services (other than only the transport and delivery of Goods it supplies), or which is identified as a subcontractor in the Purchase Order.

Supplier: the person from whom ODS purchases the Goods or Services, as identified in the Purchase Order.

Supplier Personnel: the Supplier's employees, agents, subcontractors and suppliers of any tier.

1.2 References to writing include email but exclude instant messaging unless ODS expressly accepts it as a contractual communication.

1.3 Headings do not affect interpretation. “Including” is illustrative and does not limit the preceding words.

1.4 An obligation not to do something includes an obligation not to permit it to be done. A reference to legislation includes amendments, replacements and subordinate legislation.

1.5 Where the Supplier is obliged to do something, it shall do so at its own cost unless the Contract expressly states otherwise.

2. Formation and precedence

2.1 The Purchase Order is an offer by ODS to purchase the Goods and Services on these Conditions. ODS may withdraw or amend the Purchase Order at any time before acceptance.

2.2 The Purchase Order is accepted on the earlier of: (a) the Supplier's written acknowledgement; (b) the Supplier starting any work, procurement or manufacture under it; or (c) delivery of any Goods or performance of any Services. Any such acceptance is acceptance on these Conditions only.

2.3 These Conditions apply to the exclusion of all other terms. Terms in the Supplier's quotation, acknowledgement, delivery note, invoice, website, portal or other document have no effect, even if ODS signs, acknowledges or acts on that document, unless an ODS director expressly agrees in writing that a specific Supplier term applies.

2.4 Any quotation by the Supplier is a firm offer which ODS may accept within its stated validity period or, if none, within 60 days.

2.5 The Contract comprises, in the following order of precedence: (a) any special conditions signed by ODS; (b) these Conditions; (c) the Purchase Order; (d) the Specification and drawings; and (e) the Supplier's quotation, solely to the extent it describes the Goods and Services and is expressly incorporated in the Purchase Order. Where documents within the same category conflict, the more onerous obligation on the Supplier applies.

2.6 The Supplier confirms that it has satisfied itself as to the Purchase Order, Specification, Site conditions and all other matters affecting the Contract Price and programme. No claim arises from the Supplier's failure to do so.

3. Supply of Goods and Services

3.1 The Supplier shall supply the Goods and perform the Services in accordance with the Contract, the Specification, Applicable Law and Good Industry Practice.

3.2 The Supplier shall provide everything necessary for the proper completion of the Contract, whether or not expressly described, where it can reasonably be inferred as necessary for the Goods or Services to meet the Specification and their intended purpose.

3.3 The Supplier shall not subcontract any part of the Contract without ODS's prior written consent. The Supplier remains fully responsible for the acts and omissions of Supplier Personnel as if they were its own.

3.4 The Supplier shall not substitute materials, change the place or method of manufacture, or change the origin of key materials without ODS's prior written consent.

4. Supplier obligations

4.1 The Supplier shall comply promptly with ODS's reasonable instructions and attend progress meetings as ODS requests.

4.2 The Supplier shall provide, within 5 Business Days of request, progress reports, manufacturing schedules, procurement status and other information reasonably required by ODS.

4.3 The Supplier shall notify ODS immediately in writing of any actual or anticipated delay, quality issue, non-conformance, supply-chain disruption, change in ownership or financial difficulty affecting its ability to perform.

4.4 The Supplier shall review all information supplied by ODS and notify ODS promptly of any error, omission, ambiguity or inconsistency it discovers or ought reasonably to have discovered. The Supplier shall not proceed on information it knows or suspects to be erroneous.

4.5 The Supplier shall cooperate with ODS's other suppliers and contractors and coordinate interfaces as reasonably required by ODS.

4.6 The Supplier shall comply with all ODS and Customer policies, site rules and procedures notified to it, including those on quality, health and safety, environment and conduct.

5. Quality and specification

5.1 The Supplier warrants that the Goods shall: (a) conform strictly to the Specification, the Purchase Order and any samples or approved drawings; (b) be of satisfactory quality and free from defects in design, materials and workmanship; (c) be new and unused unless otherwise agreed; (d) be fit for any purpose made known to the Supplier expressly or by implication, and ODS relies on the Supplier's skill and judgement in that respect; and (e) comply with Applicable Law.

5.2 The Supplier warrants that the Services shall be performed with the skill, care and diligence of a competent and experienced supplier of similar services and in accordance with Good Industry Practice.

5.3 Unless the Specification states otherwise, steel and metallic products shall be supplied with inspection documents to EN 10204 type 3.1, and fabricated structural components shall be manufactured under a factory production control system certified to EN 1090-1 at the execution class stated in the Specification.

5.4 The Supplier shall operate a quality management system certified to ISO 9001 or equivalent approved by ODS, and shall comply with any inspection and test plan stated in or agreed under the Purchase Order.

5.5 The Supplier shall maintain full traceability of materials, heat numbers, welders, welding procedures, coatings and test results, and shall make those records available to ODS on request.

5.6 The terms implied by sections 12 to 15 of the Sale of Goods Act 1893 and section 39 of the Sale of Goods and Supply of Services Act 1980 are not excluded and apply in addition to the express warranties in the Contract.

6. Design

6.1 Where the Supplier is responsible for any design, it warrants that the design shall be fit for its intended purpose as stated in or reasonably inferable from the Contract, and shall comply with the Specification, Applicable Law and relevant Eurocodes and standards.

6.2 Review, comment on or approval of any design, drawing or document by ODS or the Customer does not relieve the Supplier of any obligation or liability under the Contract.

6.3 The Supplier shall submit design documents for review in accordance with the programme, allowing ODS at least 10 Business Days for review of each submission.

7. Price

7.1 The Contract Price is fixed and firm and is not subject to adjustment for changes in materials, labour, energy, transport, exchange rates, tariffs, duties, indices or any other cost, unless the Purchase Order expressly states otherwise.

7.2 The Contract Price is inclusive of VAT and all other taxes, duties, levies, packaging, protection, loading, transport, insurance, delivery to the Delivery Point, unloading where stated, Documentation and all other costs of performing the Contract.

7.3 No charge shall be made for packaging, pallets, crates or containers unless agreed in the Purchase Order. Returnable packaging shall be collected by the Supplier at its own cost.

8. Invoicing and payment

8.1 The Supplier may invoice only after delivery of the Goods and the related Documentation, or completion of the Services, unless the Purchase Order states a different payment schedule. Each invoice shall quote the Purchase Order number and line items and be accompanied by signed delivery notes and any supporting evidence ODS reasonably requires.

8.2 Subject to clause 8.3 and receipt of a valid and undisputed invoice, ODS shall pay within 60 days from the date of the invoice, or within such other period as is stated in the Purchase Order and permitted by Applicable Law.

8.3 ODS may withhold payment of any amount it disputes in good faith and shall notify the Supplier of the reasons. ODS shall pay any undisputed balance when due.

8.4 ODS may set off against any amount due to the Supplier any amount owed by the Supplier to ODS or to any ODS group company, under the Contract or otherwise.

8.5 Payment is not acceptance of the Goods or Services and does not waive any right or remedy of ODS.

8.6 Where ODS makes advance or stage payments before delivery, the Supplier shall, if ODS requires, provide an advance payment bond or parent company guarantee in a form approved by ODS, and title in the corresponding Goods and materials shall pass to ODS under clause 13.

8.7 Interest on late payment shall be limited to the minimum rate and compensation required by the European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended.

8.8 Where the Contract is a construction contract to which the Construction Contracts Act 2013 applies, these payment provisions shall operate subject to that Act. Any provision inconsistent with that Act shall be adjusted only to the minimum extent required for compliance.

8.9 ODS may withhold [5]% of each payment as retention where stated in the Purchase Order. Half shall be released on acceptance of the Goods or Services by ODS and the balance on expiry of the warranty period in clause 14, subject to the remedy of all notified defects.

9. Variations

9.1 ODS may by written instruction vary the quantity, specification, design, packaging, delivery method, Delivery Point, programme or sequence of the Goods or Services (each a “Variation”). The Supplier shall comply promptly with every such instruction.

9.2 If a Variation genuinely increases or reduces the Supplier's cost or time, the Supplier shall notify ODS within 5 Business Days of the instruction with a detailed and substantiated quotation. Variations shall be valued using the rates in the Purchase Order or, if none, fair and reasonable rates no higher than those underlying the Contract Price.

9.3 No Variation is valid and no additional payment is due unless instructed or confirmed in writing by an authorised ODS representative. The Supplier waives any claim for additional payment or time not notified in accordance with clause 9.2.

9.4 The Supplier shall not delay performance pending agreement of the value of a Variation.

9.5 ODS is not required to issue a new or amended Purchase Order for any Variation. A Variation instructed or confirmed in writing in accordance with this clause 9 forms part of the Contract under the original Purchase Order and on these Conditions. The Supplier shall not delay or refuse to carry out a Variation because no new or amended Purchase Order has been issued, and shall invoice it under the original Purchase Order number, quoting the date and reference of the relevant instruction.

10. Programme, delay and liquidated damages

10.1 Time is of the essence for delivery of the Goods, performance of the Services and provision of the Documentation.

10.2 The Supplier shall deliver the Goods and perform the Services on the Delivery Dates. ODS may refuse early delivery, or accept it without changing the payment date or the passing of risk.

10.3 The Supplier is entitled to an extension of time only to the extent delay is caused by an act of prevention or breach by ODS or by force majeure under clause 24, and only if it notifies ODS in writing within 5 Business Days after the delay begins, with full details and its proposed mitigation. Failure to notify within that period bars any extension.

10.4 If the Supplier fails to meet any Delivery Date, it shall pay ODS liquidated damages at the rate stated in the Purchase Order or, if none, [1]% of the Contract Price for each week or part week of delay, up to a maximum of [15]% of the Contract Price. The parties agree that these damages are a genuine pre-estimate of ODS's loss.

10.5 Liquidated damages do not limit ODS's right to terminate, to recover losses beyond the maximum, or to claim other remedies for delay where liquidated damages are not stated or reach their maximum. ODS may deduct liquidated damages from any sum due to the Supplier.

10.6 If delay is anticipated, the Supplier shall at its own cost take all measures necessary to recover lost time, including overtime, additional resources and expedited transport.

11. Delivery

11.1 The Supplier shall deliver the Goods DDP (Incoterms 2020) to the Delivery Point, unless the Purchase Order states otherwise, during ODS's normal working hours or at the time slot booked with ODS.

11.2 The Supplier shall pack, protect, secure and label the Goods so that they reach the Delivery Point undamaged, in the sequence and lift weights required by ODS. Each delivery shall be accompanied by a delivery note stating the Purchase Order number, item numbers, quantities, weights, heat or batch numbers and any special handling or lifting instructions.

11.3 The Supplier shall deliver the Documentation with the Goods or by the date stated in the Purchase Order. The Goods are not delivered until complete Documentation is received.

11.4 The Supplier shall not deliver by instalments without ODS's written consent. Where instalments are agreed, each instalment is a separate contract only for ODS's benefit, and a failure in one instalment entitles ODS to treat the whole Contract as repudiated.

11.5 ODS may delay delivery for up to [60] days by written notice without additional cost. During that period the Supplier shall store, insure and protect the Goods with due care, marked as ODS's property.

11.6 Signature of a delivery note confirms only the number of packages received and is not acceptance of quantity, quality or condition.

12. Inspection, testing and rejection

12.1 ODS, the Customer and their representatives may inspect and test the Goods and Services, and witness manufacture and testing, at the Supplier's or its subcontractors' premises at any reasonable time. The Supplier shall give at least 5 Business Days' notice of each hold or witness point in the inspection and test plan.

12.2 Inspection, testing, approval or release by ODS does not constitute acceptance and does not relieve the Supplier of any obligation or liability.

12.3 ODS is deemed to have accepted Goods only on the later of: (a) [30] days after delivery and receipt of complete Documentation; and (b) where the Goods are to be incorporated into ODS's works, the date by which ODS has had a reasonable opportunity to inspect them after incorporation or testing. Section 34 and section 35 of the Sale of Goods Act 1893 are modified accordingly.

12.4 If any Goods or Services do not conform to the Contract, whether before or after acceptance, ODS may by written notice do any one or more of the following: (a) reject them, in whole or in part, and return them at the Supplier's risk and cost; (b) require the Supplier to repair or replace them within the period specified by ODS; (c) accept them with an equitable reduction in price; (d) repair or replace them itself or through a third party and recover all resulting costs from the Supplier; (e) refuse further deliveries without liability; and (f) recover any sums already paid for rejected Goods or Services.

12.5 The Supplier shall pay all costs of investigation, removal, return, reinstallation, re-inspection, re-testing and remedial work arising from non-conforming Goods or Services, including costs of dismantling and re-erecting works into which they have been incorporated.

12.6 ODS's rights under this clause are in addition to its other rights and remedies.

13. Risk and title

13.1 Risk in the Goods passes to ODS on completion of unloading at the Delivery Point, unless they are rejected. Risk in rejected Goods reverts to the Supplier on rejection.

13.2 Title in the Goods passes to ODS on the earlier of: (a) delivery to the Delivery Point; and (b) payment by ODS for the Goods or any part of them, including stage or advance payment. Where title passes before delivery, the Supplier shall clearly mark and store the Goods and related materials separately as ODS's property and shall not remove them from its premises except to deliver them to ODS.

13.3 The Supplier warrants that it has full and unencumbered title to the Goods and that the Goods are free from any charge, lien, retention of title claim or other encumbrance. Any retention of title or similar provision in the Supplier's documents or those of its suppliers has no effect against ODS.

13.4 The Supplier shall procure that its own suppliers do not retain title to Goods or materials once paid for by the Supplier or ODS, and shall indemnify ODS against any claim by any person to title in the Goods.

13.5 Where title passes before delivery, the Supplier grants ODS and its representatives an irrevocable licence to enter its premises to identify, inspect and remove the Goods, including if the Supplier becomes insolvent or the Contract is terminated.

13.6 Free-Issue Materials, tooling, patterns and jigs supplied or paid for by ODS remain or become ODS's property, are held at the Supplier's risk, shall be insured by the Supplier for their full replacement value, used only for ODS's work, and returned on demand.

13.7 Clause 19.3 (exclusion of the Supplier's liability for indirect or consequential loss) applies to this clause 13, including to the indemnity in clause 13.4.

14. Warranty and defects

14.1 The warranty period is the later of: (a) [24] months from delivery or completion of the Services; and (b) the expiry of the defects liability, warranty or similar period applicable to the Goods or Services under any Head Contract, provided that ODS notifies the Supplier of that period on request.

14.2 If any defect, non-conformance or failure of the Goods or Services appears or is notified during the warranty period, the Supplier shall at its own cost, within the period reasonably specified by ODS, repair or replace the defective Goods or reperform the Services at the location where they then are, including all access, dismantling, removal, transport, re-erection and testing.

14.3 Repaired or replaced Goods and reperformed Services are subject to a fresh warranty period of the length stated in clause 14.1 from completion of the remedy.

14.4 If the Supplier fails to remedy promptly, or in an emergency, ODS may remedy the defect itself or through a third party and recover all costs from the Supplier, without affecting the Supplier's warranty obligations.

14.5 The Supplier shall assign to ODS, or hold on trust for ODS, the benefit of all manufacturers' and sub-suppliers' warranties relating to the Goods.

14.6 Expiry of the warranty period does not affect ODS's rights for defects notified during it, for latent defects, or any other right or remedy under the Contract or by law.

15. Product compliance and documentation

15.1 The Supplier shall ensure that the Goods comply with all product legislation applicable at the time of delivery and at the destination notified by ODS, including, where applicable, the Construction Products Regulation, machinery, low voltage, electromagnetic compatibility, pressure equipment, ATEX, REACH and RoHS legislation.

15.2 The Supplier shall supply with the Goods all required declarations of performance or conformity, CE or other markings, technical documentation, labels and instructions, and shall retain technical files for the period required by law and at least 10 years.

15.3 The Supplier shall provide country-of-origin, customs tariff classification, export-control classification and embedded-emissions data reasonably required by ODS, including all information needed for ODS or its Customer to comply with the EU Carbon Border Adjustment Mechanism. The Supplier shall indemnify ODS against any duty, levy, penalty or cost arising from inaccurate or late information.

15.4 The Supplier warrants that no Goods, materials or components are produced, processed or sourced in breach of EU or Irish sanctions, including restrictions on iron and steel products originating in or

processed with inputs from sanctioned jurisdictions, and shall provide evidence of origin of steel inputs on request.

15.5 The Supplier shall notify ODS immediately if it becomes aware that any Goods are unsafe, non-compliant or subject to a recall, and shall cooperate fully and at its own cost with any recall, withdrawal or corrective action.

16. Intellectual property

16.1 All Intellectual Property Rights in drawings, designs, models, specifications and other materials supplied by or for ODS remain with ODS or its licensors and may be used by the Supplier only to perform the Contract.

16.2 All Intellectual Property Rights in Documentation and other deliverables created specifically for ODS under the Contract vest in ODS on creation. The Supplier hereby assigns those rights to ODS with full title guarantee and shall procure waivers of any moral rights.

16.3 The Supplier grants ODS, its Customers and their successors a perpetual, irrevocable, royalty-free, transferable licence to use, copy, modify and sublicense any pre-existing Supplier Intellectual Property Rights to the extent necessary to use, install, operate, maintain, repair, alter, extend and replicate the Goods and Services.

16.4 The Supplier warrants that the Goods, Services and Documentation, and their use by ODS and its Customers, will not infringe any third party's Intellectual Property Rights.

17. Confidentiality and publicity

17.1 The Supplier shall keep confidential all information received from or about ODS, its Customers and their projects, including drawings, pricing, designs, technical data and commercial terms, and shall use it only to perform the Contract.

17.2 The Supplier may disclose confidential information only to Supplier Personnel who need to know it and are bound by equivalent obligations, or as required by law. The Supplier is responsible for any breach by them.

17.3 The Supplier shall not publicise the Contract, use ODS's or any Customer's name or logo, or photograph any Site or Goods without ODS's prior written consent.

17.4 On request or termination, the Supplier shall return or destroy all ODS confidential information, except where retention is required by law.

18. Insurance

18.1 Where the Supplier is a Subcontractor, it shall maintain with reputable insurers, during the Contract and for at least 6 years after it ends: (a) employer's liability insurance of at least €[13,000,000] per occurrence; (b) public and products liability insurance of at least €[6,500,000] per occurrence and in the aggregate for products; (c) where it performs design, professional indemnity insurance of at least €[2,000,000] per claim; (d) goods in transit insurance for the full value of the Goods; and (e) any other insurance stated in the Purchase Order.

18.2 Where the Supplier is not a Subcontractor, clause 18.1 does not apply and ODS does not require any minimum level of insurance, but the Supplier shall maintain any insurance which is usual for business of this nature and any particular insurance stated in the Purchase Order.

18.3 The Supplier shall provide evidence of insurance on request and shall notify ODS immediately of any cancellation, material change or reduction in cover.

18.4 The Supplier's insurance does not limit its liability.

19. Liability

19.1 Nothing in the Contract limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot lawfully be limited or excluded.

19.2 Subject to clause 19.1, ODS is not liable to the Supplier for any loss of profit, revenue, business, contract, goodwill or anticipated saving, or for any indirect or consequential loss.

19.3 Subject to clauses 19.1 and 19.4, and notwithstanding any other provision of the Contract (including any indemnity), the Supplier is not liable to ODS for any indirect or consequential loss.

19.4 The Supplier is liable for all losses, damages, costs and expenses suffered or incurred by ODS arising from the Supplier's breach, negligence or breach of statutory duty, including: (a) costs of procuring replacement goods or services; (b) additional costs of delay, disruption, acceleration and re-sequencing; (c) costs of investigating, dismantling, removing and reinstating works; and (d) liability of ODS to any Customer, including liquidated damages, costs and losses payable under any Head Contract. The parties agree that the losses in (a) to (d) are direct and recoverable.

19.5 Nothing in the Contract limits or excludes the terms implied in ODS's favour by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980, or any rights of ODS under the Liability for Defective Products Act 1991.

20. Indemnities

20.1 The Supplier shall indemnify ODS and its officers, employees and Customers against all claims, losses, damages, liabilities, costs (including legal costs on a full indemnity basis) and expenses arising from: (a) any defect in the Goods or Services; (b) any breach of the Contract by the Supplier; (c) any act or omission of Supplier Personnel; (d) death, personal injury or property damage caused by the Goods, Services or Supplier Personnel; (e) any infringement or alleged infringement of third-party Intellectual Property Rights; (f) any claim to title in the Goods; and (g) any breach of Applicable Law by the Supplier or Supplier Personnel.

20.2 ODS shall notify the Supplier of a third-party claim where reasonably practicable. ODS may conduct the defence and settlement of any claim, and the Supplier shall provide all assistance reasonably requested at its own cost.

20.3 If an infringement claim is made or likely, the Supplier shall at its own cost and ODS's option procure the right for ODS and its Customers to continue using the affected Goods or modify or replace them so that they no longer infringe, without reducing their performance.

21. Flow-down from Head Contracts

21.1 Where ODS notifies the Supplier of provisions of a Head Contract relevant to the Goods or Services, the Supplier shall perform the Contract so as not to cause ODS to breach those provisions, and shall assume towards ODS the obligations ODS owes to the Customer in respect of the Goods and Services.

21.2 The Supplier shall provide ODS with all information, notices, documents, cooperation and evidence reasonably required for ODS to make, defend or respond to any claim, notice or dispute under a Head Contract, in sufficient time for ODS to meet any contractual time limit.

21.3 The Supplier shall be bound by the outcome of any dispute determination under a Head Contract relating to the Goods or Services in which it has been given the opportunity to participate.

22. Collateral warranties, security and third-party rights

22.1 Within 10 Business Days of request, the Supplier shall execute and deliver collateral warranties or duty of care deeds in favour of any Customer, funder, purchaser or tenant, in the form reasonably required by ODS.

22.2 Where stated in the Purchase Order, the Supplier shall provide a performance bond, advance payment bond or parent company guarantee in a form approved by ODS, before any payment is due.

22.3 Except under any collateral warranty, and subject to clause 20.1, no person other than ODS and the Supplier has a right to enforce the Contract.

23. Suspension and termination

23.1 ODS may by written notice suspend all or part of the Contract at any time. The Supplier shall protect and store affected work and resume promptly when instructed. Unless the suspension results from the Supplier's default, the Supplier is entitled to its reasonable, substantiated direct costs of suspension and a fair extension of time, but no loss of profit.

23.2 ODS may terminate the Contract, in whole or in part, for convenience on 10 Business Days' written notice. ODS shall then pay only for Goods delivered and Services performed in accordance with the Contract, and the reasonable, substantiated cost of materials irrevocably committed before notice which cannot be cancelled or used elsewhere, provided title in those materials passes to ODS. ODS is not liable for loss of profit or any other loss arising from termination for convenience.

23.3 ODS may terminate the Contract, in whole or in part, immediately by written notice if: (a) the Supplier commits a material breach which is irremediable or not remedied within 5 Business Days after notice; (b) the Supplier fails to meet a Delivery Date or liquidated damages reach their maximum; (c) the Supplier becomes subject to liquidation, examinership, receivership, a scheme of arrangement or any analogous process, or ceases or threatens to cease business, subject to mandatory law; (d) the Supplier undergoes a change of control without ODS's consent; (e) the Supplier breaches clause 25; or (f) the relevant Head Contract is terminated or suspended.

23.4 On termination under clause 23.3, ODS may complete the Contract itself or through others, take possession of Goods, materials, Documentation and Free-Issue Materials, and recover from the Supplier

all additional costs of completion and all other resulting losses. ODS need not make further payment until those costs have been established.

23.5 On termination for clause 23.3(f), the Supplier's entitlement shall be as in clause 23.2.

23.6 The Supplier may suspend performance only where a statutory right to suspend applies under the Construction Contracts Act 2013, and only in accordance with that Act. The Supplier has no other right to suspend or terminate except for ODS's failure to pay an undisputed sum within 30 days after a further written notice of non-payment.

23.7 Termination does not affect accrued rights. Clauses intended by nature to survive shall survive, including clauses 13, 14, 16 to 20 and 29 to 31.

24. Force majeure

24.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control which could not reasonably have been foreseen or avoided, including natural disaster, epidemic, war, terrorism, fire, flood or government action, provided it notifies the other party within 5 Business Days and uses all reasonable endeavours to mitigate.

24.2 The following are not force majeure events for the Supplier: industrial action by Supplier Personnel; failure or delay by any subcontractor or supplier unless itself caused by a force majeure event that could not be avoided by sourcing elsewhere; shortage or increase in cost of labour, materials, energy or transport; equipment breakdown; and the Supplier's financial difficulty.

24.3 A force majeure event entitles the Supplier to an extension of time only, and to no additional payment.

24.4 If a force majeure event affecting the Supplier continues for more than 30 days, ODS may terminate the Contract, in whole or in part, on written notice without liability, save for payment for conforming Goods delivered and Services performed before termination.

25. Compliance, ethics and health and safety

25.1 The Supplier shall comply with all Applicable Law, including anti-bribery and corruption (including the Criminal Justice (Corruption Offences) Act 2018), sanctions, export controls, modern slavery, employment, tax, data protection, environmental and health and safety legislation.

25.2 The Supplier shall comply with ODS's supplier code of conduct as notified from time to time, and shall procure equivalent compliance throughout its supply chain.

25.3 When on any Site, the Supplier shall comply with the Safety, Health and Welfare at Work Act 2005, the Safety, Health and Welfare at Work (Construction) Regulations 2013, all Site rules and the instructions of ODS and the project supervisor for the construction stage. The Supplier shall provide risk assessments, method statements, Safe Pass and competency evidence before starting work.

25.4 The Supplier shall notify ODS immediately of any accident, dangerous occurrence or environmental incident relating to the Contract.

25.5 ODS may remove any Supplier Personnel from Site who, in its reasonable opinion, are incompetent, unsafe or behave improperly.

26. Records and audit

26.1 The Supplier shall keep complete and accurate records relating to the Contract, including quality, traceability, cost records for any reimbursable or variation work, and compliance evidence, for at least 6 years after completion, or 12 years where the Contract is executed as a deed.

26.2 ODS, its Customer and their auditors may audit those records and the Supplier's premises on reasonable notice. The Supplier shall bear the cost of any audit which reveals a material breach.

27. Data protection

27.1 Each party shall comply with the General Data Protection Regulation and the Data Protection Acts 1988 to 2018 in relation to personal data exchanged under the Contract. Where the Supplier processes personal data on behalf of ODS, it shall do so only on ODS's documented instructions and on terms complying with Article 28 of the GDPR.

28. Notices and amendments

28.1 Contractual notices shall be in writing and delivered by hand, prepaid post or email to the addresses stated in the Purchase Order. Notices of termination or legal proceedings shall also be sent by prepaid post.

28.2 A notice is deemed received on delivery if by hand, two Business Days after posting within Ireland, or when transmitted by email before 5.00 pm on a Business Day, otherwise on the next Business Day, unless a delivery failure message is received.

28.3 No amendment, waiver or settlement binds ODS unless in writing and signed by an authorised ODS representative. ODS site or project personnel cannot vary these Conditions, accept the Supplier's terms or waive ODS's rights unless expressly authorised in writing by an ODS director.

29. General

29.1 ODS may assign, novate or subcontract the Contract, or any rights under it, to any group company, Customer, funder or purchaser of the relevant business. The Supplier may not assign, novate, subcontract or otherwise transfer the Contract or any right under it, including any receivable, without ODS's prior written consent.

29.2 If any provision is invalid, it shall be modified to the minimum extent necessary and the remainder continues.

29.3 A waiver is effective only in writing and for the specific matter. Delay or failure in exercising a right is not a waiver.

29.4 ODS's rights and remedies under the Contract are cumulative and in addition to those provided by law.

29.5 The Contract is the entire agreement and supersedes prior statements, but does not exclude liability for fraud.

29.6 Nothing creates a partnership, agency, joint venture, fiduciary or employment relationship.

29.7 The Contract may be signed in counterparts and electronically.

30. Dispute resolution

30.1 Senior representatives shall first meet in good faith to seek resolution. Either party may refer a payment dispute to adjudication where a statutory right applies under the Construction Contracts Act 2013.

30.2 Where a dispute relates to a dispute under a Head Contract, ODS may require the Supplier to join or be bound by the corresponding proceedings to the extent permitted by those proceedings.

30.3 The Supplier shall continue to perform the Contract pending resolution of any dispute.

30.4 The courts of Ireland have exclusive jurisdiction, subject to any mandatory statutory adjudication right and ODS's right to bring proceedings against the Supplier in any competent jurisdiction.

31. Governing law

31.1 The Contract and all non-contractual obligations arising from it are governed by the laws of Ireland.

Execution / acceptance

Signed for and on behalf of ODS: _____

Name / title: _____ Date: _____

Signed for and on behalf of Supplier: _____

Name / title: _____ Date: _____

Drafting notes for internal review

Insert ODS's correct contracting entity, CRO number, registered office and VAT number, and the default Delivery Point in clause 1.

Confirm the bracketed figures: retention (clause 8.9), liquidated damages rate and cap (10.4), deemed acceptance period (12.3), warranty period (14.1) and Subcontractor insurance levels (18.1).

Check payment terms against the Late Payment Regulations 2012 and the Construction Contracts Act 2013. Under that Act, payment periods and “pay when paid” style provisions are restricted for qualifying construction contracts, so do not make payment conditional on payment by the Customer.

Ensure every Purchase Order states that it is issued on these Conditions, with a stable link and version date, and that suppliers' acknowledgements are not countersigned without review.

For key suppliers, attach a project flow-down schedule so that clause 21 is enforceable against specific Head Contract provisions, notice periods and liquidated damages.

Expect pushback on fitness for purpose, unlimited liability, extended warranties, title on payment and termination for convenience. Agree a fallback position in advance, such as a liability cap of at least 150% to 200% of the Contract Price with carve-outs for indemnities, IP, confidentiality and compliance breaches.

For imports from outside the EU, confirm CBAM reporting responsibilities, customs arrangements and the Incoterm before ordering.