RehabRecycle

Investing in People, Changing Perspectives

# Terms and Conditions for the Supply of Goods and/or Services:

**1. Definitions:**

For the purposes of these Terms and Conditions:

- **Business Day:** a day (other than a Saturday, Sunday or public holiday) on which clearing banks are open for business in Dublin, Ireland.
- **Charges:** the charges payable by the Client for the supply of Goods and/or Services.
- **Client:** the person(s) or organisation who is purchasing Goods and/or Services from Rehab.
- **Conditions:** these terms and conditions as amended from time to time.
- **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in Ireland including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Acts 1988-2018 (and any regulations made thereunder) as amended.
- **Parent Company:** Rehab Enterprises Limited is a subsidiary of The Rehab Group (Company Number 14800) (Charity Number CHY4940).
- **Purchase Order (Client) or Sales Order (Rehab):** the Client's Purchase Order ("**PO**") for Goods and/or Services as set out or the Client's acceptance by email of a Sales Order ("**SO**") or a ("**Quotation**") issued by Rehab; or Rehab's Statement of Work ("**SOW**").
- **Rehab:** Rehab Enterprises Limited T/A Rehab Recycle an Irish registered Company (Company Number 216680) having its registered office at Unit 10, Beckett Way, Parkwest Business Park, Dublin 12, D12 K276.
- **Rehab Facility:** Rehab locations operating from Dublin (Tallaght, & Ballyfermot), Cork, Galway and Portlaoise.
- **Services:** the services identified and specified by the Client and supplied by Rehab as set out in either the PO, SO, Quotation or SOW..

**2. Scope and Applicability:**

**2.1** These Terms and Conditions shall be governed by the Sale of Goods Act 1893, and the Sale of Goods and Supply of Services Act 1980.

**2.2** A PO placed with any Rehab Facility by the Client, or acceptance by the Client of Rehab's SO, Quotation or SOW will constitute an offer to purchase the Goods and/or Services from Rehab on conditions set out herein. Acceptance by Rehab and the Client, whether in writing (via email) or conduct, shall constitute acceptance of these Conditions.

**2.3** These Conditions apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**3. Supply of Goods and/or Services:**

**3.1** Rehab shall supply the Goods and/or Services to the Client in accordance with the requirements as specified in the PO, SO, Quotation or SOW.

**3.2** Rehab shall use all reasonable endeavours to meet any performance dates specified in the PO, SO, Quotation or SOW.

**3.3** Rehab shall have the right to make any changes to the Goods and/or Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature of quality of the Services; Rehab shall notify the Client in any such event.

**4. Charges, Invoicing and Payment:**

**4.1** Rehab shall supply the Goods and/or Services at the price and/or rates set out in the PO, SO, Quotation or SOW within the term specified in the PO, SO, Quotation or SOW.

**4.2** Rehab shall submit an itemised invoice(s) to the Client in a timely manner following delivery of the Goods and/or performance of the Services.

**4.3** Value Added TAX ("**VAT**"), where applicable shall be shown separately on all invoices.

**4.4** Unless otherwise agreed in writing between the Parties, all payments to Rehab shall be made by the Client in Euro.

**4.5** Unless otherwise agreed in writing, all invoices shall be paid and discharged by the Client within 30 days from the date of invoice, to a bank account nominated in writing by Rehab.

**4.6** The Client shall pay all amounts due under these conditions in full without any deduction or withholding, except, as required by law, and the Client shall not be entitled to assert any credit, set-off or counterclaim against Rehab in order to justify withholding payment of any such amount in whole or in part.

**4.7** In the event of non-payment in whole or part of any sum due by the Client to Rehab under these Conditions within 30 days of the due date for payment thereof, the provisions of the European Communities (Late Payment in Commercial Transactions (Regulations 2012 - 2016) shall apply.

**5. Confidentiality:**

**5.1** Rehab undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or supplier of the other party, except as permitted by Clause 5.2.

**5.2** Rehab may disclose the Client's confidential information:- i) to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of carrying out the performance of Services; ii) as may be required by law, a Court of competent jurisdiction or any governmental or regulatory authority.

**6. Data Protection:**

Both parties agree to ensure that they will comply with any provisions and obligations imposed by the Data Protection Legislation in relation to the storing and processing of Personal Data.

**7. Dispute Resolution:**

**7.1** In the unlikely event of any dispute(s) between Rehab and the Client in connection with the PO, SO, Quotation or SOW, or these Conditions, which cannot be resolved at an operational level to the mutual satisfaction of both parties, the dispute will be referred to a Director of Rehab Enterprises and the Managing Director of the Client, and failing resolution, shall be referred to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Both parties acting in good faith shall agree a Mediator who shall be acceptable to both parties. If the parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either party may within twenty-one (21) days from the date of the ADR notice or within twenty-one (21) days of notice to either party that the mediator is unable to act, apply to CEDR to appoint a mediator. The parties shall share equally the cost of the mediator.

**7.2** Any disputes shall be notified to the other party in writing as soon as reasonably practicable.

**8. Sub-Contracting:**

Rehab may utilise the services of sub-contractors from time to time.

**9. Liability:**

**9.1** Each party shall be liable to the other for Direct Loss. For the purposes of this Clause 9. 'Direct Loss' shall include, but shall not be limited to:-

**9.1.1** The proper and reasonable costs incurred in remedying the default in question; and

**9.1.2** Additional operational and/or administrative costs and expenses thereby incurred; and

**9.1.3** Any other loss which under Irish Law would properly be considered as Direct Loss (Direct Loss for the avoidance of doubt excluding consequential loss for this purpose).

**9.2** In no event shall either party be liable for loss of profits or revenue, or indirect or consequential loss or damage.

**9.3** In no event will Rehab's total liability for any damages and actions based on Contract or tort (including negligence), misrepresentation, restitution or otherwise) arising out of or in connection with the PO, SO, Quotation or SOW exceed the amount of the Charges paid by the Client to Rehab as set out in the PO, SO, Quotation or SOW.

**10 Representations and Warranties:**

Rehab hereby warrants and represents to the Client that:-

**10.1** it has the full capacity and authority and all necessary licences, permits and consents (including but not limited to, where its circumstances and procedures so require, the consent of its Parent Company) to enter into and to provide Goods and/or perform the Services under the PO, SO, Quotation or SOW and any other documents to be entered into by it hereunder;

**10.2** the PO, SO, Quotation or SOW is executed by a duly authorised representative of Rehab;

**10.3** the PO, SO, Quotation or SOW constitutes valid, binding and enforceable obligations of Rehab in accordance with its terms;

**10.4** the provision of the Goods and the supply of Services and the Client's use thereof shall not infringe any rights of any third party;

**10.5** it shall discharge its obligations pursuant to the PO, SO, Quotation or SOW and these Conditions with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause) in accordance with its own established procedures;

**10.6** the Goods shall be provided and Services shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to all applicable health and safety legislation);

**10.7** the Goods provided and the Services performed will comply with the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 (as appropriate);

**10.8** any Goods supplied to the Client in connection with the PO, SO, Quotation or SOW shall be free from encumbrance;

**10.9** it has a sufficient number of suitably skilled staff employed or engaged in the provision and performance of the Services.

The above warranties are deemed to be repeated by Rehab on the issuing of an invoice(s) to the Client.

**11 Assignment:**

Neither the rights nor obligations of either party under these Conditions or the PO, SO, Quotation or SOW may be assigned, transferred, novated, sub-contracted or otherwise disposed of, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

**12 Force Majeure:**

No delay or failure in performance by either party hereto shall constitute default hereunder if such delay or failure is caused by Force Majeure. Unless otherwise instructed by the Client, Rehab shall recommence performance as soon as possible after the Force Majeure has ceased.

**13 Termination:**

**13.1** Without limiting its other rights or remedies, Rehab shall have the right to suspend provision of the Services with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the PO, SO, Quotation or SOW on the due date for payment.

**13.2** Either party may terminate the PO, SO, Quotation or SOW by giving to the other party three (3) months' prior written notice expiring no sooner than one (1) year following the commencement date of these terms and conditions. If the Client serves notice on Rehab to terminate these terms and conditions and termination takes effect before the first anniversary of the commencement date of these terms and conditions, then the Client shall pay to Rehab an amount equal to the fee which would otherwise be due to Rehab for that period of the Term between the commencement date of these terms and conditions and the first anniversary of these terms and conditions and any outstanding costs for Goods and/or Services and any other costs relating thereto.

**13.3** Without prejudice to any other remedies, either party may terminate immediately by giving notice to the other if:-

**13.3.1** the other party fails to fulfil or comply with any of its obligations hereunder and, where such failure is remediable, fail to remedy such failure within thirty (30) business days' notice in writing;

**13.3.2** the Client ceases trading or carrying on business in the normal course;

**13.3.3** any representation, warranty or statement made by the Client to Rehab is or becomes, in Rehabs' opinion, untrue in any material respect or any documentation supplied is false;

**13.3.4** the Client enters into any arrangement with its creditors, is declared bankrupt or insolvent or judgment is obtained against the Client, or the Client is the subject of any analogous insolvency processes or proceedings in another jurisdiction;

**13.3.5** issuance of a Notice of Attachment from the Revenue Commissioners pursuant to Section 1001 and/or Section 1002 of the Taxes Consolidation Act 1997;

**13.3.6** if a receiver, examiner or administrator is appointed over the Client and/or any of the Clients' assets;

**13.3.7** if a petition is presented or an order is made or a resolution is proposed or passed for the Client winding up;

**13.3.8** if the Client is unable to pay its debts within the meaning of Section 570 of the Companies Act 2014 or any re-enactment or amendment thereof.

**13.4** For the avoidance of doubt, if the PO, SO, Quotation or SOW is terminated, without prejudice to any other provision, Rehab shall be entitled to destroy any Clients' Goods or materials without written consent from the Client.

**13.5** Any termination of the PO, SO, Quotation or SOW shall not affect the respective obligation of either Party to maintain the confidentiality of any information provided under these Conditions, and all materials provided in accordance with these Conditions shall be returned immediately to the other party upon termination or written request of the Client.

## 14. Governing Law and Jurisdiction:

**14.1** The PO, SO, Quotation or SOW and these Conditions shall be governed by, and construed in accordance with, the laws of Ireland.

**14.2** Each Party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Conditions and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts for the benefit of the other Party. Any proceeding, suit or action arising out of or in connection with these Conditions shall therefore be brought in the courts of Ireland.

## 15. Miscellaneous:

### 15.1 Severance:

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