

1. INTERPRETATION

In these conditions the following words shall have the following meanings:

The Contract: the Order and the Supplier's acceptance of the Order

Delivery Address: the address stated in the Order where the goods are to be delivered and /or the Services performed;

SCIL: Santander Cards Ireland Limited. (Registered in Ireland. Registered number: 66460);

Santander Group: SCIL and any of its subsidiaries, holding companies or subsidiaries of any of its holding companies as those terms are defined in section 155 of the Companies Act 1963 (as amended);

Good Industry Practice: the exercise of that degree of skill, care, diligence and foresight which would ordinarily be expected from a skilled and experienced person performing the role of the Supplier under the Contract seeking in good faith to comply with its contractual obligations and all applicable law;

Goods: the goods (including any part or parts of them), if any, described in the Order;

Order: any purchase order issued by SCIL to the Supplier, which shall be deemed to incorporate these conditions;

Price: the price payable by SCIL for the Goods and/or Services, as stated in the Order;

Services: the services, if any, specified in the Order;

Supplier: means the Supplier of the Goods and/or Services named in the Order;

Specification: any specification or description of the Goods and/or Services required provided by SCIL or any member of the Santander Group to the Supplier.

- 1.1** In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.2** The headings in these conditions are for convenience only and shall not affect their interpretation.
- 1.3** The eisdem generis rule does not apply to this Contract and accordingly the meaning of general

words is not to be restricted by any particular examples preceding or following these general rules.

2 BASIS OF PURCHASE

2.1 These terms and conditions are the only terms and conditions that shall govern the Contract to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement, acceptance of order, specification or similar document (including as implied by trade custom or practice or by course of dealing) will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.2 Each Order shall be deemed to be an offer by the SCIL to purchase the Goods and/or Services for itself or on behalf of a member of the Santander Group subject to these conditions. The acceptance of the Order is limited to and conditional upon acceptance by the Supplier of these terms and conditions. Any variation to these conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised officer of SCIL.

2.3 No verbal or telephone order will be recognised until confirmed by an Order. All instructions given in the Order must be strictly complied with. Failure to comply with such instructions may result in the cancellation of the Order. If such cancellation results from such omission as aforesaid, no member of the Santander Group will be under any obligations to the Supplier whatsoever (either financial or otherwise).

3 GOODS AND/OR SERVICES

3.1 The quantity, quality, description of the Goods and/or Services will, subject as provided in these Conditions, be as specified in the Order and/or any Specification and/or as agreed in writing by SCIL.

3.2 The Supplier warrants to SCIL that the Goods:

- 3.2.1** will be of satisfactory quality (within the meaning of the Sale of Goods and Supply of Services Act, 1980 as amended) and fit for any purpose held out by the Supplier or made known to the Supplier at the time the Order is placed;
- 3.2.2** will be free from defects in design, materials and workmanship and will remain free from such defects for a

period of not less than 18 months after delivery;

3.2.3 will correspond with any Specification, any sample and description in the Order;

3.2.4 will not contain any arsenic, asbestos, benzene, carbon tetrachloride, lead or cadmium;

3.2.5 will not be produced using forced, indentured or convict labour of persons in violation of the labour laws of the country of manufacture; and

3.2.6 will comply with all applicable laws and regulations.

3.3 The Supplier warrants to SCIL that the Services will be supplied with all reasonable skill and care and in accordance with Good Industry Practice, and comply with all applicable laws in force at the time of delivery.

3.4 In providing the Goods and ordering the Services the Supplier warrants that it shall not do or omit to do anything which will or is likely to damage the goodwill and/or reputation of SCIL. In particular the Supplier will comply with all applicable health and safety and environmental laws.

3.5 The Supplier will not unreasonably refuse any request by SCIL to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide SCIL with all facilities reasonably required by it for inspection and testing.

3.6 If as a result of inspection or testing, SCIL is not satisfied that the Goods will comply in all respects with the Order and/or Specification or are otherwise defective or substandard in any manner, and SCIL informs the Supplier within 10 working days of inspection or testing that this is the case, SCIL shall have the right to require the Supplier to take such steps as SCIL deem necessary to ensure compliance with the Order or to reject the Goods and/or Services and SCIL shall have the right to require and witness further testing and inspection. In the event that SCIL exercises its right to cancel the Order, as set out above, the Supplier shall, within a reasonable time, replace such rejected Goods and/or Services with Goods and/or Services which accord in all respects with the terms of the relevant Order.

3.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the contract.

3.8 The Goods will be marked by the Supplier in accordance with SCIL instructions and any applicable requirements of the carrier. And

properly packed and secured so as to reach the Delivery Address in an undamaged condition.

4 DELIVERY OF GOODS /PERFORMANCE OF SERVICES

- 4.1** The Goods will be delivered to the Delivery Address on the date or within the period stated in the Order in either case during SCIL business hours
- 4.2** The Services shall be performed at the Delivery Address on the date or within the period stated in the Order in either case during SCIL business hours
- 4.3** The time of delivery of the Goods and/or performance of the Services is of the essence of the Contract so that if the Goods are not delivered on time or the Services are not performed on time, SCIL may, at its sole discretion, cancel the Order in whole or in part without liability to the Supplier, purchase substitute items elsewhere and recover any loss, damage and/or additional costs incurred from the Supplier.
- 4.4** SCIL will be entitled to reject any Goods delivered which are not in accordance with the Contract and SCIL shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. On rejecting any Goods, SCIL shall give the Supplier a notice of rejection specifying the reasons therefore and shall return the rejected Goods to the Supplier at the Supplier's risk and expense
- 4.5** The Supplier will supply to SCIL at the same time as they are delivered any instructions or other information require to enable SCIL to accept delivery and make full and proper use of the Goods. If the Goods contain substances for which information is required to be provided under the Safety, Health and Welfare at Work Act, 2005 (and associated statutory instruments in force from time to time) then the Supplier will supply all information necessary to comply with any such laws and/or regulations and such other information as SCIL shall require
- 4.6** SCIL shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by SCIL
- 4.7** The signature of any officer or employee of SCIL given on any delivery note or other documentation presented for signature in connection with the delivery of Goods will be evidence only of the number of packages received. In particular, it is not evidence that the correct quantity of Goods has been delivered or that

the Goods delivered are in good condition

- 4.8** The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.9** Where SCIL agrees in writing to accept delivery by instalments the Contract will be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle SCIL at its option to treat the whole Contract as repudiated and/or to cancel the Order in whole or in part without liability to the Supplier, purchase substitute items elsewhere and recover any loss, damage and/or additional costs incurred from the Supplier.
- 4.10** If the Goods are delivered to the SCIL in excess of the quantities ordered the SCIL shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will be returnable at the Supplier's expense.

5 REMEDIES

- 5.1** Without prejudice to any other remedy if any Goods are not supplied in accordance with the Contract, then SCIL will be entitled;
- 5.1.1** to require the Supplier to supply replacement Goods or remedy any defect in the Goods within 7 days or;
- 5.1.2** to cancel the Order in whole or in part without liability to the Supplier, purchase substitute items elsewhere and recover any loss, damage and/or additional costs incurred from the Supplier; or
- 5.1.3** to treat the Contract as repudiated by the Supplier's breach, claim damages for repudiatory breach and require the repayment of any part of the Price which has been paid ; or
- 5.1.4** to require the Supplier to pay to it any costs, losses, damages or expenses suffered by SCIL in consequence of such failure
- 5.2** Without prejudice to any other remedy if the Services are not supplied in accordance with the contract, then SCIL will be entitled
- 5.2.1** to require the Supplier to re-supply the Services within 7 days; or
- 5.2.2** to cancel the Order in whole or in part without liability to the Supplier, purchase substitute items elsewhere and recover any loss, damage and/or additional costs incurred from the Supplier; or
- 5.2.3** to treat the Contract as repudiated by the Supplier's breach, claim damages for repudiatory breach and require the repayment of any part of the Price which has been paid
- 5.2.4** to require the Supplier to pay to it any costs, losses, damages or expenses

suffered by SCIL in consequence of such failure

6 INDEMNITY

- 6.1** The Supplier indemnifies each member of the Santander Group on demand and will keep the same fully and effectively indemnified from and against all claims, demands, liabilities, damages, losses, costs and expenses awarded against or incurred or paid by any member of the Santander Group as a result of or in connection with:
- 6.1.1** breach of any warranty or condition of the Contract by the Supplier
- 6.1.2** any claim that the Goods and/or Services infringe, or their importation, use or resale, infringes the patent copyright, design, right, trademark or other intellectual property rights of any other person;
- 6.1.3** any act or omission of the Supplier, its employees, agents or sub-contractors in supplying, delivering or installing the Goods and/or Services in connection with the Order.

7 RISK/PROPERTY

- 7.1** The Goods shall remain at the risk of the Supplier until delivery to SCIL is complete (including off-loading and stacking) when the risk in the goods shall pass to SCIL, without prejudice to any right of rejection which may accrue to SCIL under this Contract. Ownership of the Goods will pass with full title guarantee to SCIL upon delivery of the Goods unless payment for the Goods is made prior to delivery, when it will pass to SCIL once payment has been made and the Goods have been appropriated to the Contract.
- 7.2** The Supplier shall remain liable for any loss or damage discovered after transfer of ownership of the Goods/performance of the Services, as a result of negligence, faulty packaging or handling by the Supplier, its subcontractors or agents.

8 PRICE AND PAYMENT

- 8.1** The Price shall be as stated in the Order and unless otherwise agreed in writing by SCIL either in or with specific reference to the Order shall be exclusive of Value Added Tax but inclusive of all other charges. No variation in the Price or extra charges will be accepted by SCIL
- 8.2** The Supplier will be entitled to invoice SCIL on or at any time after delivery of the Goods or provision of the Services or at the other intervals, if any, stated in the Order.
- 8.3** Without prejudice to any other right or remedy, SCIL reserves the right to set off any amount owing at any time from the Supplier to SCIL against any

amount payable by the SCIL to the Supplier under the Contract.

8.4 SCIL will pay correct invoices 75 days from the date of invoice provided that the Goods and/or Services which are the subject of the invoice, have been provided in accordance with the Contract. Time for payment shall not be the essence of the Contract. Each invoice:

8.4.1 must only relate to one Order

8.4.2 contain a valid Order number and requestors name

8.4.3 description and quantities of the relevant Goods and/or Services must be clearly quoted

8.4.4 clearly marked as 'invoice' or 'credit note'

8.4.5 must contain an invoice date

8.4.6 must have the Supplier Value Added Tax number

8.4.7 needs to be addressed to Santander Cards Ireland Limited and sent to:-

SANTANDER CARDS IRELAND LIMITED

Santander 7700

11 Caxton Hill

Hertford

Hertfordshire

SG13 7NE

United Kingdom

Whilst we endeavour to pay all invoices within the agreed payment terms if these guidelines are not followed then payment could be delayed. In certain circumstances, invoices may be returned to Supplier for correction or inclusion of any of the information mentioned in 8.4.1 – 8.4.7.

9.0 CONFIDENTIALITY

9.1 The Supplier shall keep in strict confidence all customer data, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by SCIL or its agents or any other confidential information concerning SCIL business or its products which the Supplier may obtain and the Supplier shall restrict the disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to SCIL and shall ensure that such employees, agents and sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

9.2 The Supplier shall not, without first obtaining the written consent of SCIL, in any way whatsoever, advertise or publish the fact that the Supplier has contracted to supply the SCIL the Goods and/or Services.

10 SANTANDER CARDS IRELAND LIMITED PROPERTY

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by any member of the Santander Group to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of that member of Santander Group but shall be held by the Supplier in safe custody, separate from all other goods in the Supplier's custody at the Supplier's own risk and must be maintained and kept in good condition by the Supplier until returned to the Santander Group and shall not be disposed of other than in accordance with SCIL written instructions, nor shall such items be used otherwise than as authorised by SCIL in writing. The Supplier indemnifies SCIL against loss or damage to any such property while it is in the Suppliers custody and agrees to pay SCIL for any such property which is not returned to SCIL on demand being made by SCIL.

11 TERMINATION

11.1 Without prejudice to any other rights or remedies to which SCIL may be entitled, SCIL shall have the right at any time and for any reason to terminate the Contract forthwith in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and SCIL shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of the termination but such compensation shall not include loss of anticipated profits or any consequential loss of business, goodwill or otherwise.

11.2 Without prejudice to any other rights or remedies to which SCIL may be entitled, SCIL shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if :

11.2.1 the Supplier commits a breach of any of the terms and conditions of the Contract;

11.2.2 any distress, execution or other process is levied upon any of the assets of the Supplier;

11.2.3 the Supplier has a bankruptcy order made against him or makes an arrangement or composition with its creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of

reconstruction or amalgamation or has a receiver and/or examiner, manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up the Supplier or for the granting of an examinership or administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier.

11.2.4 the Supplier ceases or threatens to cease to carry on its business; or

11.2.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of SCIL the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

11.3 The termination of the Contract, however arising will be without prejudice to the rights and duties of SCIL accrued prior to termination. The conditions that expressly or impliedly have effect after the termination will continue to be enforceable notwithstanding termination.

11.4 The Supplier may only terminate the Contract if SCIL fails to pay a sum due to the Supplier under the Contract within 90 days of the receipt of written notice from the Supplier stating that payment of the sum is overdue, attaching a copy of the relevant invoice, demanding payment within 90 days and referring to this clause. Termination by the Supplier under this clause will be by notice in writing to SCIL.

12 ASSIGNMENT

12.1 The Supplier shall not be entitled to assign or otherwise transfer the Contract or any part of it without the prior written consent of SCIL. The Supplier will not sub-contract any of its obligations under the Contract without the prior written consent of SCIL.

12.2 SCIL may assign the Contract or any part of it to any member of the Santander Group who receives the Goods and/or Services.

13 FORCE MAJEURE

SCIL reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of SCIL including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood,

epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.

writing addressed to the Company Secretary of the Supplier at its registered office from time to time. Any notice required or permitted to be given by the Supplier to SCIL under the Contract will be in writing addressed to the Company at its registered office from time to time with a copy being sent to the Supplier's usual contact at SCIL.

14 GENERAL

14.1 Each right or remedy of SCIL under the Contract is without prejudice to any other right or remedy of SCIL whether under the Contract or not.

14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable, unenforceable, or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability,

14.3 Failure or delay by SCIL in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any rights under the Contract.

14.4 The formation, existence, construction, performance, validity and all other aspects of the Contract shall be governed by Irish Law and the Parties submit to the non-exclusive jurisdiction of the Irish courts.

14.5 Any notice required or permitted to be given by SCIL to the Supplier under the Contract shall be in

14.6 If the performance of the Order requires SCIL to have any permit or licence from any third party, government or other authority in Ireland or any other jurisdiction, the Order shall be conditional upon such permit or licence being available at the required time.