

PO Terms & conditions

Definitions and Interpretation

1. In these Terms and Conditions (the "**Conditions**"), unless the context otherwise requires; "**Fee**" means the fee(s) payable to the Supplier as set out in the Purchase Order; "**Law**" any law applicable in Ireland or as may be applicable in the location of the Project site and shall include without limitation, common law, rules of any court of competent jurisdiction, statute, delegated or subordinate legislation (including, statutory instruments and bye-laws); "**Material**" all drawings, details, diagrams, plans, models, building information models, reports, specifications, programmes, records, calculations, computer generated images and other documents and/or intellectual property produced by the Supplier, and the designs contained in them, for the purposes of this PO and the Project; "Project" means the project identified in the Purchase Order; "**Purchase Order**" or "**PO**" means the purchase order issued by Ethos to the Supplier into which these Terms and Conditions are incorporated or may be attached or referred; "**Services**" means the services to be provided by the Supplier as described in the Purchase Order and any documents expressly referred to in it; "Supplier" means the entity identified as such in the Purchase Order.
2. In the event of any conflict or inconsistency between these Conditions and any other terms proposed by the Supplier (including those on any quotation, invoice or standard terms), these Conditions shall prevail, unless expressly agreed otherwise in writing and signed by an authorised signatory of Ethos Engineering Limited ("**Ethos**").
3. If and when a formal written appointment is executed between the parties for the Project, such appointment shall supersede these Conditions to the extent of any conflict, but without prejudice to any rights accrued under these Conditions up to the effective date of such appointment.

Appointment and Supplier Obligations

1. By accepting the PO, commencing the Services or issuing any deliverable under a Purchase Order, the Supplier accepts and agrees to be bound by these Conditions.
2. The Supplier shall:
 - with the skill, care and diligence to be expected of a properly qualified and competent professional experienced in projects of a similar size, scope and complexity in the relevant jurisdiction(s) where the Project is to be constructed;

- in accordance with the PO and all Laws; and
 - so as to enable Ethos to comply with its own obligations to the client and other project parties, to the extent that such obligations have been notified to the Supplier.
3. The Supplier shall comply with and shall use reasonable endeavours to ensure that the Services comply with any obligations arising under all applicable building regulations and all other Laws concerning safety, health, and welfare at work on construction sites relevant to the Services.
 4. The Supplier acknowledges that Ethos is relying on the Supplier's expertise and that Ethos and/or the client may rely upon the Supplier's deliverables for any purpose relating to the Project including but not limited to the design, procurement, construction, commissioning, operation and maintenance of the Project.
 5. The Supplier shall perform the Services in accordance with the programme and deadlines stated in the PO or as otherwise notified in writing by Ethos.
 6. The Supplier shall:
 - co-operate fully with Ethos, the client and other suppliers and contractors engaged on the Project;
 - attend such meetings (including virtual meetings) as Ethos may reasonably require; and
 - promptly notify Ethos if it becomes aware of any matter likely to delay the performance of the Services, necessitate any additional Services or otherwise increase the cost of the Project.
 7. No extension of time or adjustment to the Fee shall be effective unless agreed in writing and signed by an authorised signatory of Ethos.

Fees and Payment

1. Ethos shall pay the Supplier the Fee for providing the Services in accordance with this PO.
2. Unless expressly stated otherwise, the Fee is a fixed fee for the Services stated in this PO and includes all expenses and disbursements incurred by the Supplier, including but not limited to, designing, amending, printing, communications, drawings and any other disbursements whatsoever.

3. Ethos shall pay any value-added tax properly chargeable on the Services. The Fee set out in the PO excludes value-added tax unless stated otherwise in the PO.
4. No later than the 25th day of each month, the Supplier shall submit to Ethos an invoice for the appropriate Fee for Services provided in the preceding month, together with any supporting documents that are reasonably necessary to check the invoice and the basis upon which that Fee is calculated.
5. Payment of any undisputed amount shall be made by Ethos 60 days after receipt of a valid invoice unless otherwise agreed in writing by an authorised representative of Ethos.
6. All amounts stated are to be paid in Euro.
7. No payment by Ethos shall be construed as an admission that the Services are in accordance with these Conditions nor shall it in any way prejudice any of Ethos' rights.
8. If Ethos receives an invoice which it reasonably believes includes a sum that is not due, or in respect of which a set-off, abatement, or other deduction applies, Ethos shall not be required to pay amounts so disputed, but shall pay any undisputed portion of the Fee invoiced by the due date under paragraph 3(e) above.
9. Ethos may withhold or set-off from any sum due to the Supplier any amount which is properly due and payable to Ethos from the Supplier whether under this or any other contract between them.
10. Interest shall be payable on the late payment of any undisputed invoices for Services accruing on a daily basis from the due date until payment is made in full, both before and after any judgment, at two (2) % per annum above the ECB's base rate from time to time.

Intellectual Property

1. The Supplier warrants that it owns all intellectual property rights (including copyright) relating to the Material it produces.
2. The Supplier shall assign and grant to Ethos, with immediate effect, all the Patents, Trade Marks and Registered Designs and all other Intellectual Property Rights embodied in the Material or arising, or to arise, from the work and Services performed on the Project, including the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition,

3. reinstatement, extension and repair of all or any part of the Project.
The Supplier waives all moral rights in the Material.
4. The Supplier shall indemnify and hold harmless Ethos against any claims, damages, or liabilities arising out of or in connection with any claim brought against Ethos for actual or alleged infringement of a third parties Intellectual property rights arising out of, or in connection with, the Services.
5. Whenever requested to do so by Ethos, the Supplier will execute any and all applications, assignments or other instruments which Ethos deems necessary to give effect to Clause 4(b) above.
6. The Supplier shall supply to Ethos copies of any Material that the Supplier may (before or after completion of the Services or termination of the engagement under these Conditions) request in writing
7. The Supplier waives any moral rights (including those under sections 107, 109 and 113 of the Copyright and Related Rights Act 2000) on behalf of itself and any sub-consultants and its and their employees and any other personnel that they may have in any Material or any of the Works whether in Ireland or in any other jurisdiction

Assignment and Sub-Contracting

1. Ethos may assign the benefit of the PO and the Conditions to any person.
2. Supplier may not assign or transfer any part of the PO or the Conditions to any other person.
3. Supplier shall not sub-contract the performance of any of the Services without the prior written consent of Ethos.

Notices

1. Any notice, demand or other communication required or permitted to be given or made under the PO shall be addressed or sent to the addresses specified in the PO or such other address or email address as either party may (on fifteen days prior written notice) previously have notified to the other party.

2. Any notice required or permitted to be given or made hereunder shall be validly given or made if delivered personally or if despatched by pre-paid letter post addressed as aforesaid or if sent by email to such email address (if any) as may be specified as aforesaid and shall be deemed to be given or made:
 - if delivered by hand – at the time of delivery;
 - if sent by post – five business days after the same shall have been posted; and
 - if sent by email, at the time of termination of the email transmission.

Confidentiality

The Supplier shall not disclose or use or cause to be disclosed or used, at any time during or subsequent to this agreement, any secret or confidential information (including personal data) relating to the Services including (but without limitation to) any information relating to the methods and techniques of design and construction for a project, all financial information relating to a project, the content of any documents (including all legal agreements between the parties) or disclose to any person (except your insurers or professional advisors or as may be required by Law), anything contained in the PO without prior written consent of Ethos or as required by Law. The Supplier shall ensure that anyone to whom it discloses confidential information under this clause complies with this clause. The Supplier shall not use confidential information for any purpose other than to perform its obligations under this Agreement.

Insurances

1. The Supplier agrees to maintain the following insurances (unless otherwise agreed in writing by an authorised representative of Ethos):
 - professional indemnity insurance for 12 years from completion of all of the Project with a limit of indemnity of not less than €6,500,000 (six million five hundred thousand euro) for each and every claim;
 - public liability insurance for bodily injury to, disease or death of any person (other than an employee of the Supplier) or loss of or damage to property resulting from a negligent act or omission of

- the Supplier with a limit of indemnity of not less than €6,500,000 (six million five hundred thousand euro) for each and every claim for 15 months after completion of all of the Project or earlier termination of the PO; and
 - employer's liability insurance for bodily injury to, disease or death of employees of the Supplier arising out of or in the course of their employment in connection with the Appointment with a limit of indemnity of not less than €13,000,000 (thirteen million euro) for each and every claim for 15 months after completion of all of the Project or earlier termination of the PO.
2. Prior to signing the PO and at any time thereafter if requested by Ethos, the Supplier shall provide Ethos with such evidence as it shall require verifying that all insurance is in force for the periods specified.
 3. If the Supplier fails at any time to take out and maintain the insurances required under Clause 8(a), Ethos may do so for the whole or part of the period for which such cover is required, without being under any obligation so to do, and may deduct any costs it incurs in obtaining such cover from any sums due to the Supplier under the PO, or otherwise recover such sums from the Supplier.
 4. The Supplier shall be liable to pay the full amount of any deductibles or excess amounts payable under the policies of insurance referred to in Clause 8(a) in the event of a claim under any of the policies.
 5. The insurances required under Clause 8(a) shall be written by reputable and well-established insurers, on customary and usual terms and conditions prevailing for the time being in the insurance market and on terms that do not require the Supplier to discharge any liability before being entitled to recover from the insurers.

Termination

1. Ethos may (in its absolute discretion) terminate the Supplier's engagement under this PO at any time by giving not less than 5 days' notice in writing to the Supplier.
2. Ethos may immediately terminate the Supplier's engagement under this PO by giving written notice to the Supplier if the Supplier becomes insolvent, receives an application in respect of or enters into bankruptcy, administration, liquidation or other insolvency regime (other than for the purposes of a solvent restructuring), or has a receiver or similar officer appointed over any of its assets.

3. Ethos may terminate the Supplier's engagement under this PO by giving written notice to the Supplier if the Supplier is in material breach of any of its obligations under this PO and fails to remedy such breach within 10 days of receiving written notice requiring it to do so.
4. If the Supplier's engagement under the PO is terminated by Ethos in accordance with Clause 9(a), Ethos shall pay to the Supplier:
 - any amount properly due for payment under the PO as at the date of termination; and
 - a fair and reasonable proportion of the next instalment of the Fees commensurate with the Services properly performed as at the date of termination.
5. If the Supplier's engagement under the PO is terminated by Ethos in accordance with Clauses 9(b) or 9(c) the Supplier shall reimburse Ethos on demand for all legally enforceable and properly mitigated losses, costs and expenses in connection with such termination.
6. Payment under Clause 9(d) shall be the Supplier's sole entitlement to compensation for termination of its engagement under the PO.
7. Except as set out in Clause 9(e) Ethos shall not be liable to the Supplier for:
 - any costs, expenses, disbursements or losses;
 - any loss of profits, loss of business, loss of fees, loss of reputation or goodwill business opportunity or similar losses, or anticipated saving; or
 - any indirect losses or consequential losses;
 - arising out of or in connection with the termination of the Supplier's engagement under the PO.
8. Termination of the Supplier's engagement under the PO shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the PO which existed at or before the date of termination.
9. On termination of the PO, the Supplier shall execute and deliver all designs (AutoCAD version and Revit models and copyright), plans, programmes, design calculations and other documents prepared in relation to the Services. The Supplier may retain a copy of the documentation prepared by the Supplier for its own records.

10. Following termination under any provision of this clause Ethos may procure the Services from others.

Suspension

Ethos may, at any time, suspend the performance of all or part of the Services by giving written notice to the Supplier. The Supplier shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from Ethos.

Records and Audit

1. The Supplier shall keep adequate records relating to the Services, including time records (where the Fee is time-based) and records of expenses.
2. Ethos shall be entitled, on reasonable notice and during normal business hours, to inspect and take copies of such records to verify invoices or investigate any alleged breach.

Bribery and Corruption

1. For the purposes of this Clause 12, the Bribery Act shall mean the UK Bribery Act 2010 and/or the Irish Criminal Justice (Corruption Offences) Act 2018 as may be applicable and the equivalent legislation and framework which may be applicable at the Project site.
2. Supplier warrants and undertakes to Ethos that:
 - it has not and shall not engage in any Corrupt Activity (which for the purposes of this Clause 12 means extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading influence, money laundering and/or any similar activity including, without limitation, any activity, practice and/or conduct which would constitute an offence under the Bribery Act) in relation to the Services, the Project and/or this Agreement; and
 - it has not and shall not engage in any activity, practice and/or conduct which could place Ethos in breach of the Bribery Act; and
 - it has and will maintain in place adequate procedures designed to prevent any Associated Person (which for the purposes of this

- Clause 12 means a person (including an employee, agent and/or subsidiary) who performs services for Supplier or on its behalf) from undertaking any conduct that would give rise to an offence under the Bribery Act.
3. Supplier shall include an undertaking similar to that contained in this Clause 12 from any third party from who it procures advice and/or services that they have not and shall not engage in any Corrupt Activity in relation to the Services, the Project and or their appointment with Supplier.

Liability Period

Unless otherwise agreed in writing by an authorised representative of Ethos, the Parties hereby agree that the limitation period within which any claim may be brought by Ethos for breach of the PO or these Conditions by the Supplier is the date 12 years after completion of the Project and/or any longer period for any contribution or indemnity claim and the Supplier agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to any Law or otherwise.

Representations and Covenants

Supplier represents and covenants as follows:

- it is qualified to enter into the PO and these Conditions and perform the Services;
- it will comply with all Laws; and
- its performance of the Services will not violate any agreement or obligation between Supplier and any third party.

Third Parties and Indemnities

1. The Supplier shall perform the Services in compliance with the terms of and programme set out in any Third-Party Agreement ("Third-Party Agreement"). A Third-Party Agreement shall mean any agreement between Ethos and a third party relating to the Project and of which a copy, or relevant extract, is provided to the Supplier.

2. The Supplier shall perform the Services and prepare all material and documents for those elements of the Project for which the Supplier is responsible in compliance with the Programme under the PO or any Third-Party Agreement, and in the absence of a Programme, the Supplier shall perform the Services in sufficient time to facilitate the efficient progress of the Project and the Ethos' obligations with regard to time under the PO or any Third-Party Agreement,
3. The Supplier shall provide any collateral warranties and other documents reasonably required by the PO and any Third-Party Agreement and must ensure that any of its sub-subconsultants do likewise. In particular, the Supplier shall execute and furnish to Ethos promptly any collateral warranty in favour of Ethos or any Third-Party, in the form required under the PO or any Third-Party Agreement or in any other form as Ethos shall reasonably require
4. The Supplier agrees to indemnify Ethos and its respective officers, employees and agents from and against all proceedings, actions, costs (including legal costs), charges, claims, expenses, damages, liability, losses and demands in respect of:
 - Any claim arising by reason of any act or omission or default by the Supplier in the performance of its obligations in connection with this Agreement.
 - Any claim made against the Consultant for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with this Agreement
 - Any disease or injury to, or the death of any person whatsoever, caused by or arising from any act, neglect, default or omission of the Supplier, its employees, sub-contractors or agents in connection with the performance of the Services or while present on the Project site.

Miscellaneous

1. The Conditions supersede all prior representations, arrangements, understandings and agreements between the parties (whether written or oral) relating to the Services and expresses the entire complete and exclusive agreement and understanding between the parties.
2. The Conditions may not be discharged, supplemented or amended in any manner except by an instrument in writing signed by a duly authorised signatory for each of the parties.

3. If any provision of the Conditions shall be held to be illegal or unenforceable, the enforceability of the remainder of the Conditions shall not be affected.

Governing Law and Dispute Resolution

1. Either party may at any time refer any payment dispute under or in connection with the Conditions or the PO to adjudication in accordance with the Construction Contracts Act 2013.
2. If a dispute resolution has commenced under a related contract to which Ethos is a party, including in particular a main appointment or other Third-Party Agreement (the "Related Contract"), then Ethos may apply to that tribunal for an order that any dispute under this PO is related to and is to be heard by the same tribunal in the same manner as a dispute under the Related Contract and the decision of such tribunal shall be binding on both Ethos and the Supplier.
3. This Agreement shall be governed by and construed in accordance with the laws of Ireland and subject to sub-clause 17(a) and (b) above the parties submit to the exclusive jurisdiction of the Irish courts.

April 2026