

SUPPLY-LINE CONDITIONS OF SERVICE

The terms and conditions set out below apply to the SUPPLY-LINE Database online questionnaire. The SUPPLIER accepts these terms at the time when the SUPPLIER first gains access to the web-based questionnaire using the unique log on details supplied in the introductory letter from ACHILLES.

1. Definitions

ACHILLES shall mean Achilles Procurement Services Ltd.

SUPPLIER shall mean a supplier, contractor or service provider who wishes to register, or is already registered on the SUPPLY-LINE DATABASE.

SUBSCRIBER shall mean the companies registered as users of the SUPPLY-LINE DATABASE.

SUPPLY-LINE DATABASE is a common database operated by ACHILLES on behalf of SUBSCRIBERS.

INTELLECTUAL PROPERTY means all intellectual property rights including copyright (in any software, operational manuals and reports), neighbouring rights and all rights in relation to inventions (including any program, system, procedure, process, formula or method of production), patents, registered and unregistered trade marks, registered and unregistered designs, trade secrets and confidential information.

PARTIES to these terms and conditions mean ACHILLES and the SUPPLIER. A PARTY to these terms and conditions means either ACHILLES or the SUPPLIER.

STEERING GROUP is the representative group of the SUBSCRIBERS using SUPPLY-LINE.

2. General Terms

ACHILLES will provide to SUBSCRIBERS the entire information provided by the SUPPLIER through a specific questionnaire, by transferring information from the SUPPLIER into the SUPPLY-LINE DATABASE.

ACHILLES will confirm to the SUPPLIER in writing, within four weeks from receipt of the completed questionnaire, notification of the registration of the SUPPLIER'S information onto the SUPPLY-LINE DATABASE, or notification of any amendments that may be required before the SUPPLIER'S information can be registered onto the SUPPLY-LINE DATABASE. Notwithstanding anything else in these terms and conditions ACHILLES shall not be liable for any failure in performing any of its obligations under these conditions if such failure is caused by circumstances beyond the control of ACHILLES, which shall include without limitation any act of God, war, trade dispute, fire, flood, drought, tempest or any other abnormal weather conditions.

In all cases ACHILLES shall have no liability in relation to any consequential loss and any other liability is limited to the value of the subscription fee.

The SUPPLIER binds himself to answer the questions in the questionnaire as accurately and completely as possible such that the completed questionnaire reflects the general status of, and the specific goods and or services offered by, the SUPPLIER at the specified time of completion of this questionnaire. The SUPPLIER is solely responsible for reviewing the accuracy of the data information entered on the SUPPLY-LINE questionnaire.

During use of the web-based questionnaire the SUPPLIER agrees to:

- (a) Comply with ACHILLES reasonable requirements and directions as to use of the questionnaire;
- (b) Use the questionnaire in accordance with applicable law, including data privacy laws and communication regulations;
- (c) Not interfere with the proper functionality of the web site hosting the SUPPLY-LINE DATABASE Questionnaire.

The SUPPLIER also agrees not to use the questionnaire to load, post or distribute any information that:

- i. infringes the INTELLECTUAL PROPERTY rights of any other person or entity;
- ii. is harmful, inaccurate, misleading, fraudulent, defamatory, obscene, offensive or otherwise illegal.

ACHILLES and the SUPPLIER shall use their reasonable endeavours to ensure that computer software viruses that may damage hardware, software or communication systems, are not knowingly created or introduced to the web site hosting the SUPPLY-LINE questionnaire.

The SUPPLIER agrees to maintain the confidentiality of the unique questionnaire log-on, required by the SUPPLIER to gain access to the web-based questionnaire, issued by Achilles in the SUPPLY-LINE DATABASE introductory letter. The SUPPLIER agrees to limit distribution of this log-on to individuals in the SUPPLIER'S organisation who require access to this log-on for the purpose of completing the questionnaire. In addition the SUPPLIER will notify ACHILLES immediately if it knows or suspects any misuse of, or breach of confidentiality relating to this log on.

If at any time any one of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired. These terms and conditions

shall continue in effect until amended or terminated by ACHILLES by written notice.

3. Warranties and Indemnities

ACHILLES shall comply with any applicable laws or regulations in providing the SUPPLY-LINE DATABASE, subject to the limits stated below.

The SUPPLIER shall indemnify and keep indemnified ACHILLES, its officers, employees and agents against all and any liability, losses, damages, awards, claims, costs and expenses that they may sustain or incur arising from SUPPLIER's breach of any representations, warranties or obligations set forth under these terms and conditions, subject to the limit stated below.

Each PARTY's aggregate liability to the other in respect of all claims (whether in contract or tort) shall not exceed Eur 5,000 provided however the PARTIES will not in any circumstances be liable for indirect, incidental or consequential loss or damage or loss of profits, loss of revenue or loss of anticipated savings. Such agreed limitations on the liability of either PARTY will not apply in respect of death or personal injury arising from the negligence of either PARTY, its employees, sub-contractors or agents or in respect of any claims based on fraud.

The web site hosting the SUPPLY-LINE questionnaire may provide links to other Internet sites. ACHILLES is not responsible for the availability or content of such other sites. The SUPPLIER's accessing of any of these sites is entirely at the risk of the SUPPLIER.

4. Subscription Fee

SUPPLIERS will contribute towards the administration cost of operating the SUPPLY-LINE DATABASE in the manner prescribed by Achilles from time to time. For registration in the SUPPLY-LINE DATABASE an annual non-refundable fee is payable by the SUPPLIER in a manner prescribed by Achilles from time to time.

5. Audits

One or more of the SUBSCRIBERS registered as users of the SUPPLY-LINE DATABASE is entitled, at its own discretion and cost, to audit the SUPPLIER for verification of information, which is placed at ACHILLES' disposal for inclusion on the SUPPLY-LINE DATABASE. The SUBSCRIBERS will give reasonable notice to the SUPPLIER and ACHILLES in writing of an intended audit.

The result of such an audit shall be presented to the STEERING GROUP. If such an audit is refused by the SUPPLIER, or in the event material failures are detected, the Steering Group may decide to expel the SUPPLIER from the SUPPLY-LINE DATABASE with immediate effect.

6. Ownership Rights

The copyright and all intellectual property rights whatsoever of all computer programs, user manuals, ACHILLES sponsored web sites, questionnaires and other documentation in connection with the SUPPLY-LINE DATABASE will remain vested in and be the property of ACHILLES. The intellectual property in the information and other material entered by the SUPPLIER onto the SUPPLY-LINE DATABASE questionnaire shall, (except for the questionnaire itself) at all times remain vested in the SUPPLIER.

7. Confidentiality

ACHILLES and the SUPPLIER agree to keep in confidence for a minimum period of five years from the termination of these terms and conditions any information obtained under these terms and conditions and will not divulge the same to any third party, other than its own officers, employees or agents, without the prior written consent of the other PARTY.

ACHILLES shall use all reasonable endeavours to protect and safeguard the information provided by the SUPPLIER from loss, theft, destruction, third party intervention, "hacking" and the like from accidental disclosure and shall ensure all employees do likewise.

This provision shall not apply to:

- i any information in the public domain other than in breach of these terms and conditions;
- ii information that is either trivial or obvious or already in the possession of the receiving PARTY before its receipt from the disclosing PARTY;
- iii information received from a third party (other than a SUBSCRIBER) who is free to disclose the same;
- iv disclosure of information which is required by law or a regulatory body provided that always if such order or requirement arises, the PARTY proposing to disclose shall give to the other PARTY prompt written notice thereof;
- v information developed by one PARTY independent of the other;
- vi information disclosed to professional advisers, auditors, bankers or financiers provided a confidentiality undertaking is in force with at least the same terms as this clause.

ACHILLES agrees to ensure that each SUBSCRIBER undertakes similar terms of confidentiality before being allowed to access the SUPPLY-LINE DATABASE.

8. Law and Jurisdiction

These terms and conditions shall be governed by Irish law and the parties shall be subject to the exclusive jurisdiction of the Irish courts.