

## STANDARD CONDITIONS OF PURCHASE

### DEFINITIONS

- A. "Company" means the Mercury Engineering group company referenced in the heading of the Purchase Order.
- B. "Delivery" means delivery of the Quantity of Goods or performance of the Services as directed in the Purchase Order (and "Delivered" shall be construed accordingly).
- C. "Delivery Address" means the address or addresses stated in the Purchase Order.
- D. "Delivery Date" means the date by which Goods shall be delivered or Services performed as stated in the Purchase Order.
- E. "Delivery Schedules" means a written schedule (if any), on the Purchase Order or attached thereto, setting out the Delivery times and/or Delivery sequences within the Supply Period, and other related requirements of the Company as advised to the Supplier at any time.
- F. "Goods" means the goods to be supplied in accordance with the Purchase Contract.
- G. "Import Taxes" means the relevant import duty, customs duties, VAT, trade tariffs and other related costs associated with the international carriage of Goods.
- H. "Law" means any law, regulation, enactment (as may be amended, updated, repealed or replaced from time to time) or decision of the courts in any jurisdiction.
- I. "Main Contract" means the contract between the Company and its Employer (whether the Company is acting as a main contractor, sub-contractor or otherwise under the Main Contract).
- J. "Price" means the price of the Goods and/or the charge for the Services.
- K. "Purchase Contract" means the agreement between the Supplier and the Company comprising the Purchase Order and the documents referred to therein and these Standard Conditions of Purchase.
- L. "Purchase Order" means an instruction by the Company to the Supplier to supply Goods or Services as therein directed in accordance with the Purchase Contract.
- M. "Quantity" means the quantity as stated in the Purchase Order (which is subject to change by agreement between the Company and the Supplier) (and "Quantities" shall be construed accordingly).
- N. "Services" means the services to be supplied or works to be carried out in accordance with the Purchase Contract.
- O. "Special Conditions" means any Special Conditions set out in the Purchase Order or Purchase Contract.
- P. "Specification" means the description and/or the performance criteria of the Goods or the Services to be supplied under the Purchase Contract.
- Q. "Standard Conditions of Purchase" means these standard conditions of purchase which form part of the Purchase Contract.
- R. "Supply Period" means the period (if any) specified in the Purchase Order.
- S. "Supplier" means the person, firm, partnership, or company to whom the Company have issued a Purchase Order.

### 1. GENERAL

- 1.1 These Standard Conditions of Purchase shall apply to the exclusion of all other terms and conditions except insofar as expressly agreed in writing by the Company. The Supplier shall be deemed to have accepted the terms and conditions in these Standard Conditions of Purchase upon the taking of any step or action, of whatsoever nature, towards the Delivery of Goods and/or Services to the Company notwithstanding the fact that the Supplier may not have expressly indicated their acceptance of these Standard Conditions of Purchase. These Standard Conditions of Purchase shall be subject to the Special Conditions (if any). In the event of any conflict or apparent conflict between the Special Conditions and these Standard Conditions of Purchase the Special Conditions shall prevail.
- 1.2 Where any terms and conditions referred to or set out in any of the Supplier's quotations or acknowledgements conflict with these Standard Conditions of Purchase, the terms and conditions referred to or set out in any Supplier's quotation or acknowledgements shall have no effect, irrespective of whether they are provided before or after the presentation of these Standard Conditions of Purchase.
- 1.3 The headings in these Standard Conditions of Purchase are for ease of reference only and shall not affect their interpretation.
- 1.4 Where these Standard Conditions of Purchase pertain to an order for sub-contract works (where there is a separate signed subcontract agreement between the Company and the Supplier) the obligations in both documents shall be cumulative, but in the event of conflict, the conditions of sub-contract will take precedence over the conditions set out in this document.
- 1.5 If any provision or part-provision of these Standard Conditions of Purchase is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Standard Conditions of Purchase.
- 1.6 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 2. PRICE

- 2.1 The Price shall, unless otherwise stated, be deemed to include Delivery to the Delivery Address and shall include for storage packing, cost of packing materials, loading, off-loading (subject to clause 4), shipping, carriage, duties, insurance and any other associated cost. The Price shall be fixed unless otherwise agreed in writing between the Company and the Supplier. The Price is deemed to include for all consequences of any change in Law which is not foreseeable as of the date of the Purchase Contract, or in respect of any change in Law prior to the date of the Purchase Contract where consequences are said to arise after the date of the Purchase Contract.
- 2.2 As a precondition to payment, any deviations or alterations whatsoever to this Purchase Contract or any of the Goods, materials, work or Services to be provided by the Supplier thereunder are subject to the Company's prior written consent. Payment requests for unauthorised work, services or goods shall be otherwise inadmissible.

### 3. STORAGE AND PACKING

- 3.1 Where any Goods and / or materials, manufactured for the Company's benefit are stored prior to Delivery by the Supplier, the Supplier shall include any costs of storage and protection within the Price and ensure that they are kept apart from all other goods and that they are properly packaged, protected and identified as being for Delivery to the Company, together with a reference to the number of this Purchase Order, its Delivery Address and any other relevant reference and as a precondition to any payment in respect thereof provide a vesting certificate in a form acceptable to the Company.
- 3.2 All Goods must be properly packaged to withstand transit to the Delivery Address without sustaining any damage, corrosion or contamination. All Goods shall be clearly and legibly labelled and addressed. All statutory requirements applying to labelling and disclosure of information must be met without exception. Any charges made by the Supplier for packing to cases, containers, skids, cable drums, pallets, cylinders and the like pursuant to clause 2.1 of these Conditions for Purchase are to be included in the Price and the Company shall be entitled either to retain as the Company's property any such packing or packaging materials the cost of which has been debited to the Company or return the same and the Supplier shall furnish the Company with a credit note in respect thereof, failing which the amount shall be deducted from the invoice.
- 3.3 The Supplier shall be liable to pay and indemnify the Company against any customs, fines, duties or imposts incurred as a result of the Supplier's failure to ensure that the foregoing provisions of this clause are fully complied with.

### 4. DELIVERY

- 4.1 The Supplier shall proceed regularly and diligently with the Delivery of the Goods and/or Services and shall deliver the Goods or Services in full compliance with these Standard Conditions of Purchase and shall comply with all Law insofar as they affect the Goods or Services to be delivered. The Supplier further warrants and represents that all Goods and any materials provided as well as Services provided are of the best quality available and comply with all applicable Law related to health and safety and any relevant building codes or any regulatory requirements.
- 4.2 The Supplier shall deliver the Goods or Services in accordance with the requirements of the Purchase Contract and shall unload the Goods at the Delivery Address. Time is of the essence under this Purchase Contract unless otherwise agreed. Upon Delivery, the Goods must be signed for only by the authorised representative of the Company named on the Purchase Order and unless a signature is obtained it shall be deemed that the responsibility for the Goods remains with the Supplier. The purpose of the signature is to confirm Delivery only and does not constitute confirmation that the Goods or Services conforms with the requirements of the Purchase Contract. Accordingly, such signature or other acceptance shall not relieve the Supplier of any of its obligations under the Purchase Contract for the Goods and Services provided.
- 4.3 Where the Supplier indicates by its actions, inactions or otherwise that it is unable to comply with the Delivery Schedule and/or is unable to effect Delivery of all Goods or all Services within the Supply Period, the Company, at its absolute discretion, has the right to obtain goods or services from other sources if necessary and practicable in order to maintain progress on the works upon which the Company is engaged and the Company shall have no liability for payment or otherwise in respect of the Goods or the Services ordered but not delivered. Any additional costs thereby incurred by the Company, including but not restricted to the difference in price paid for Goods or Services which should have been delivered under this Purchase Contract and Goods or Services obtained from an alternative source, shall be recoverable from the Supplier. This clause shall have the effect of reducing the Quantity of Goods or the scope of the Services to be supplied by the Supplier under this Purchase Contract by the quantity of goods obtained from the alternative source or the scope and level of service obtained from the alternative source, as the case may be. The Supplier shall have no rights to revise its prices as a result of the Company exercising its discretion under this clause, and the Supplier is not relieved of compliance with this Purchase Contract in all respects in connection with Goods or Services supplied prior to the exercise by the Company of its discretion under this clause, and with Goods or Services which still remain to

be supplied thereafter. Nothing in this clause shall absolve the Supplier from any liability for damage or loss caused to the Company as a result of the Supplier's inability to deliver the Goods or Services in accordance with the Purchase Contract. The Supplier is obliged to notify the Company in writing if it knows or ought to know, or has or ought to have a reasonable belief, that it will be delayed for any reason. Failure to so notify shall constitute a material breach.

### 5. TRANSPORT AND SHIPPING

- 5.1 Where under or in connection with this Purchase Contract, the Supplier is responsible for the international carriage of the Goods, such Goods shall be delivered in accordance with the most recently published set of Incoterms on the basis of a "delivered duty paid" (or "DDP") version of that agreement.

Notwithstanding this, the Supplier shall be obliged to inform the Company as soon as possible if it is unable to comply with/facilitate DDP. If it transpires that the Company, whether by agreement with the Supplier or by necessity due to Supplier's inability/failure to facilitate DDP, is to pay the Import Taxes to import the Goods, the following shall apply:

1. The Goods shall be delivered in accordance with the most recently published set of Incoterms on the basis of a "delivered at place" ("DAP") version of that agreement unless otherwise agreed;
2. The Supplier shall execute the form of vesting certificate provided by the Company in respect of the Goods. For the avoidance of doubt, title in the Goods only will pass to the Company and not risk;
3. On execution of the vesting certificate, the Company will commence the process of arranging payment of the Import Taxes;
4. If a vesting certificate is not executed, title in the Goods (but not risk) will, in any event, pass to the Company and/or be deemed to be passed to the Company prior to payment of any Import Taxes;
5. Upon clearance of the Goods from the port of delivery, the Supplier shall transport the Goods (at no additional cost) to the Delivery Address or such other pre-agreed destination in the same manner as if the Supplier was delivering DDP;
6. Any non-recoverable Import Taxes incurred by the Company arising out of or in connection with the failure by the Supplier to deliver on the basis of DDP shall be owed by the Supplier to the Company and may be deducted from sums otherwise owed to the Supplier; and
7. The Supplier shall be liable to the Company if DAP disrupts and/or delays the Company in the execution of its works.

If the Company and the Supplier agree to use an Incoterm other than DDP or DAP, such term shall be in accordance with the most recently published set of Incoterms and recorded by way of an instruction from the Company.

- 5.2 Where the Cargo is to be carried by sea the Supplier shall promptly tender to the Company as the Cargo is loaded on board a clean shipped bill of lading, the insurance policy and (where applicable) an invoice in respect of the Goods.

### 5.3 In addition, the Supplier shall:

- 5.3.1 take delivery of the Cargo when it is tendered for carriage by or on behalf of the Company;
- 5.3.2 Deliver the Cargo (or shall cause the Cargo to be delivered) to the Company (or as it shall direct) to the Delivery Address on the Delivery Date;
- 5.3.3 procure any necessary contract of carriage and insure the Cargo from dispatch until Delivery for the benefit of the Company (or as it shall direct) in each case at the best rates reasonably obtainable (and for at least the value of the Goods) and otherwise on terms approved in writing by the Company;
- 5.3.4 observe perform and comply with the Company's directions (if any) as to the handling, storage, transportation and Delivery of the Cargo;
- 5.3.5 ensure that any vessel, vehicle or aircraft to be used in the carriage of the Cargo is in good condition and is suitable in all respects for the carriage of the Cargo to the Delivery Address on or before the Delivery Date;
- 5.3.6 ensure that all documents required by the Company are obtained by the Supplier and delivered to the Company in the correct form, on time and complete in all respects;
- 5.3.7 if so required by the Company to collect from the person firm or company to whom or for whose account the Cargo is to be delivered any duties, taxes, charges or other expenses for which they are liable and to pay, apply or account to the Company for all such monies as the Company shall direct;
- 5.3.8 disclose to the Company on demand full details of any brokerage fee, commission, allowance or other remuneration arising from the performance of its obligations under the Purchase Contract to which it may be or become entitled; and
- 5.3.9 pay its own expense and import duty, levy, tax or charge sought by any authority demanding the same (including where these have changed during the course of performance of this Purchase Contract).

- 5.4 In the event of conflict between this clause 5 and any provision of the relevant Incoterms, Incoterms shall prevail.

### 6. PAYMENT

- 6.1 The Supplier shall invoice the Company on delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Purchase Order. If/when the Supplier issues such invoice, the Supplier shall be deemed to have accepted the terms of these Standard Conditions of Purchase. Without prejudice to the foregoing, invoices must be received by the Company within 10 days of the end of the month in which the Goods or Services to which they relate are delivered or performed otherwise they will be deemed to relate to Goods or Services delivered or performed in the following month. All invoices shall be rendered net of any retention and discounts as specified in the Purchase Order.
- 6.2 Unless otherwise stated in the Purchase Order, the Company shall pay the Price (or relevant portion of the Price) of the Goods delivered and/or the Services performed within 60 days after the end of the month of acceptance of the Goods or Services in question by the Company or receipt by the Company of a proper invoice (which satisfies the provisions of this clause 6) if later. The Company shall be under no obligation to make any final payment and/or return of retention to the Supplier until such time as the Supplier provides the Company with any operation and maintenance manuals, health and safety documentation, any documents related to product warranties and/or any other documents reasonably required by the Company.
- 6.3 Every invoice must be addressed to the Company and must relate to a single order only, state the Company's relevant order number and show clearly whether it relates to the whole of that order, a part of that order or the balance of that order.
- 6.4 The Supplier shall provide to the Company a monthly statement detailing all invoices submitted by the Supplier to the Company and all payments, credits or other variations made in relation thereto whether under the Contract or otherwise. Failure to provide a monthly statement may result in payment of the Suppliers invoices being delayed.
- 6.5 Notwithstanding sub-clauses 6.1 to 6.4 if the Employer (or similarly titled party) under the Main Contract becomes insolvent and thereby fails to make payment to the Company for any Goods or Services provided under the Main Contract, which Goods or Services have been provided by the Supplier under this Purchase Contract, then the Company shall have no obligation to make payment to the Supplier in respect of the Goods or Services for which payment has not been made under the Main Contract.
- 6.6 The Parties expressly agree that payment of any amount by the Company to the Supplier for the Delivery of Goods and/or Services does not imply that the Supplier has complied with their obligations under this Purchase Order and the Standard Conditions of Purchase. No payment made pursuant to this Purchase Order by the Company amounts to a waiver of rights and all rights of the Company are expressly reserved including but not limited to the right to recover any and all damages or losses caused directly or indirectly by the Supplier's breach of this Purchase Order and/or negligence and/or breach of duty.
- 6.7 Retention, if any, shall be deducted at the rate stated in the Purchase Order. Amounts deducted in respect of any retention shall be paid as follows.
- Half of the said retention shall be paid to the Supplier within 30 days of the date on which all the Goods are finally delivered and/or all of the Services are concluded.
  - The remaining balance of the said retention shall be paid to the Supplier 12 months after the date on which all the Goods are finally delivered and/or all of the Services are concluded.

### 7. RIGHT OF SET OFF

- 7.1 The Supplier agrees that (where applicable, subject to Clause 24) the Company may set off against any sums due to the Supplier under this Purchase Contract for any amounts due to the Company from the Supplier under any other contracts and for any loss and/or expense and/or damages incurred or likely to be incurred by the Company arising from breaches of contract between the Company and the Supplier either in respect of this Purchase Contract or any other contract between the parties.

### 8. DOCUMENTATION

- 8.1 All correspondence must quote the Company's official Purchase Order number. All advice notes and despatch notes must be sent to the Delivery Address.
- 8.2 The Supplier shall obtain all necessary export licences, clearances and other consents necessary for the supply and Delivery of the Goods and/or the performance of the Services.

### 9. QUALITY

- 9.1 It shall be a condition of the Purchase Contract that the Goods or Services comply in all respects with the Specification and the description on the Purchase Order or contained in documents referred to in the Purchase Order and with any statements or undertakings made by the Supplier or his servants or agents prior to the issuing of the Purchase Order. Without prejudice to the foregoing, and in any event, the Supplier warrants to the Company that the Goods and/or the Services will be of satisfactory quality and fit for purpose and comply with all express or implied statutory requirements and regulations.
- 9.2 If any Goods supplied shall be found to be defective or unfit for the purpose for which they were intended in any respect within 24 months of Delivery then the Company may call upon the Supplier (but without prejudice to the Company's other contractual or common law rights) promptly to replace the Goods or effect site repairs (replacement or repair being at the Company's option) at the Supplier's own expense. All the obligations in this clause shall not further invalidate or impinge and be additional to any agreed warranties or guarantees pertaining to the Goods supplied under this Purchase Contract. In addition to any liability of the Supplier under this clause, the Company will be entitled to the reimbursement of all additional costs including but not limited to dealing with and returning defective goods. Any restriction sought to be imposed by the Supplier as to the time within which any complaints or claims may be lodged or limitation or exclusion sought to be imposed by any warranty or guarantee shall be inapplicable.
- 9.3 If it is necessary to test, open up or dismantle any other works or assemblies to permit any test, repair or replacement of defective Goods or the re-supply of sub-standard Services then the Supplier shall bear the cost of such testing, opening up or dismantling and of re-assembly and making good after repairs, replacements and testing of such Goods have been completed and/or such Services have been re-supplied to the Company's reasonable satisfaction.

### 10. INSTRUCTIONS

- 10.1 The Supplier shall comply with all written instructions of the Company including but not limited to instructions requiring a variation to the Goods or Services to be supplied under the Purchase Contract. Variations arising from written instructions of the Company shall be valued by the Company on a fair and reasonable basis taking due account of any rates and prices specified in the Purchase Order. The Supplier shall not be entitled to make any claims or to any additional payment for compliance with oral instructions.

## 11. VISITS, INSPECTION AND QUALITY

11.1 The Company reserves the right to make visits at any reasonable time to any or all of the Supplier's premises and/or the Supplier's sub-suppliers for the purpose of auditing and/or inspecting and/or testing work-in-progress and/or any records of the Supplier or at any place of storage to ensure compliance of the terms of this Purchase Order and to require the making good, amendment or alteration of anything which is defective or does not comply with this Purchase Contract and to reject any Goods, materials, work or Services of which it reasonably disapproves, and shall give not less than 24 hours' notice of any such visit. The Supplier shall immediately make good, amend or alter as so required and any Goods, materials, work or Service shall be replaced and/or re-executed by the Supplier to the Company's full satisfaction. No such inspection shall operate in any way to relieve the Supplier of any liability under the Purchase Contract or otherwise.

11.2 No modification to quality or specification shall be made without written authorisation from the Company. Application must be made for permission to make any such modifications in sufficient time to allow full consideration of the proposal by the Company's personnel.

11.3 The Supplier will if required supply samples free of charge to the Company for the purpose of design, performance and surveillance inspection and testing. Samples may be collected by the Supplier on completion of such tests in such condition as the nature of the tests permit.

11.4 The Supplier shall produce to the Company on written demand true and accurate copies (certified to be such) of all test certificates and reports prepared by it in relation to the Goods.

## 12. PASSING OF PROPERTY/TITLE

12.1 Title in the Goods shall pass to the Company on Delivery or on payment whichever is the earlier. Risk in the Goods shall not pass until Delivery. Any goods supplied in excess of the Quantity or Quantities stated on the Purchase Order shall be at the sole risk of the Supplier and the Company shall not be responsible for any loss or damage thereto or for payment of any such excess Quantity or Quantities. Acceptance of risk in the Goods shall not relieve the Supplier of its other obligations under this Purchase Contract (in particular, without limitation, with respect to the quality of Goods or Services and their being fit for purpose).

## 13. CONFIDENTIALITY

13.1 The Supplier shall keep confidential all information belonging to or held by the Company which may come into the Supplier's possession in consequence of this Purchase Contract (the "confidential information") and shall not without the prior consent of the Company divulge any of the confidential information to a third party or use the confidential information for any purpose, other than is necessary for performance of its obligations under this Purchase Contract. The above provisions of this clause shall not apply to information which is in the public domain otherwise than through a breach of this clause, or information known to the Supplier prior to becoming confidential information and not the subject of any other objection of confidentiality, or information obtained from a third party who is free to disclose the same. The Supplier shall ensure that any sub-supplier used in relation to the Purchase Contract is bound by a confidentiality provision in similar terms to this clause in relation to confidential information belonging to, or held by, the Company.

## 14. INDEMNITY

14.1 It is a condition of this Purchase Contract that the Supplier shall be liable for and indemnify the Company against all loss, damage, claims, royalties, proceedings, costs and expenses arising under any statute or at common law in respect of loss/damage to property real or personal or the death or injury to any person whatsoever arising out of this Purchase Contract except such as may arise through the wrongful act, neglect or omission of the Company.

14.2 The Supplier shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with:

- 14.2.1 breach of any warranty given by the Supplier in relation to the Goods or the Services;
- 14.2.2 any claim that the Goods or the Services or anything supplied by the Supplier in the provision of the Services infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person;
- 14.2.3 any claim by Employers, clients or customers of the Company and their sub-buyers arising out of any breach, non-performance or non-observance whatsoever by the Supplier of its obligations under the Purchase Contract;
- 14.2.4 any act or omission of the Supplier or its employees, agents, or sub-contractors in supplying, delivering and installing the Goods;
- 14.2.5 any act or omission or negligence of any of the Supplier's personnel in connection with the performance of the Services;
- 14.2.6 any injury, death, loss, damage, pollution or contamination caused or contributed to by the Supplier;
- 14.2.7 breach of the Purchase Contract or any negligence in respect thereto; and
- 14.2.8 property damage (including without limitation the property of the Company and the Employer).

14.3 The Supplier shall be fully responsible for and shall indemnify the Company against any non-compliance with or failure to observe any tax regulations arising from this Contract.

## 15. INSURANCE

15.1 Unless provided otherwise in the Special Conditions, the Supplier shall have in force and shall maintain a policy of insurance in respect of its liabilities under the Purchase Order with a limit of indemnity not less than €6,500,000 (six million, five hundred thousand Euro) or the Price, whichever the greater, for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance. The Company shall be entitled at any time to require the Supplier to produce to it any evidence the Company requires that the policy or policies of insurance are being fully maintained together with the receipts for the current premium and the Supplier warrants that he will at all times during the performance of the Contract keep such insurances in full force and effect. If the Supplier fails to do so, the Company shall be entitled at any stage to take out alternative insurance provisions and the cost of such insurance provisions shall be at the Supplier's cost either by way of set off against any invoice or otherwise shall be deemed payable as a debt due to the Company by the Supplier.

15.2 In the event that the Supplier is required to carry out on site works/modifications, commissioning or any other works as the case may be, they must adhere to the Company's, Environmental, Health & Safety and Insurance Requirements or as required on a particular project.

## 16. DESIGN LIABILITY AND COPYRIGHT

16.1 If in the course of Delivery of the Goods and/or performance of the Services the Supplier undertakes design work the Supplier hereby warrants, represents and undertakes that it has exercised or will exercise all reasonable skill and care in the performance of the design work expected of a competent designer experienced in providing such Goods and/or performance of such Services, and that such design will be fit for its intended purpose and satisfy all statutory and other requirements, whether express or implied.

16.2 If the Supplier has undertaken design work in connection with the Delivery of Goods and/or performance of the Services the Supplier shall maintain professional indemnity insurance in the sum of €6,500,000 (six million, five hundred thousand Euro) or the Price, whichever the greater, for any one claim arising out of any one incident or event and without limits as to the number of claims during the period of insurance. For the avoidance of doubt, such a provision for insurance is additional to that required by Clause 15.1. Such professional indemnity insurance shall be maintained for a period of twelve years following performance of this Purchase Contract.

16.3 The Supplier shall enter into warranties with third parties or provide warranties to third parties in relation to the Goods delivered and/or Services performed as the Company may require.

16.4 The Supplier as beneficial owner of the copyright in the Goods and any drawings, calculations or documents contained within them or generated as a result of the Goods or Services (including without limitation O&M manuals and as built drawings) hereby grants to the Company an irrevocable royalty free licence to copy and use such drawings, calculations or documents for all purposes relating to or connected to the Main Contract and any project associated with it. Such licence shall carry the right to grant sub-licences and be freely transferable to third parties.

16.5 Insofar as ownership of any copyright in the Goods and any drawings, calculations or documents contained within them is vested in any person other than the Supplier, the Supplier will procure that the Company has the full benefit of a licence in the terms otherwise required by Clause 16.4.

## 17. TERMINATION

17.1 Without prejudice to any other right to terminate this Purchase Contract which the Company may possess, the Company may, at its sole discretion terminate this Purchase Contract by giving written notice of termination to the Supplier. If the Company exercises this right of termination it shall pay (subject to the right of set-off in clause 7) the Supplier the balance due (if any) for all Goods or Services properly delivered or performed in accordance with the Purchase Contract but shall have no other liability of whatsoever nature to the Supplier under or in connection with this Purchase Contract.

17.2 If the Supplier is in breach of any of the terms of this Purchase Contract the Company may terminate the Purchase Contract by giving written notice of termination to the Supplier. In the event of such termination the Company shall be entitled to recover from the Supplier the amount of any resultant loss, damage or expense incurred by the Company which the Company would not have incurred had this Purchase Contract been duly performed in full.

## 18. INSOLVENCY

18.1 If the Supplier shall become bankrupt or insolvent pursuant to generally accepted accounting practice or have, a receiving order made against him or composition with his creditors or, being a corporation, commence to be wound up (including without limitation having a notice given or a petition presented for the winding up of such corporation), not being a members voluntary winding up for the purpose of reconstruction or amalgamation or carry on its business under a receiver the Company shall be at liberty either:

- 18.1.1 to terminate this Purchase Contract forthwith by notice in writing to the Supplier or to the receiver or liquidator or examiner or to any person in whom the contract may become vested; or
- 18.1.2 to give such receiver, liquidator, examiner or other person the option of carrying out the supply of the Goods or Services subject to his providing a guarantee, to the satisfaction of the Company, for its due performance.

## 19. DAMAGES

19.1 It shall be deemed to be within the contemplation of both the Company and the Supplier that where there is a default on the part of the Supplier, such default may disrupt and/or delay the Company in the execution of its works thereby causing the Company to suffer and/or incur loss and/or damage. Further, it shall also be deemed to be within the contemplation of the Company and the Supplier that the Company is entitled to set-off all costs incurred in accordance with Clause 7.1.

## 20. CORRUPTION

20.1 The Supplier shall not offer or give, or agree to give, to any director, employee or representative of the Company any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Company or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

## 21. MAIN CONTRACT TERMS

21.1 The Supplier shall be deemed to have full knowledge of the provisions of the Main Contract and full knowledge of documents referred to therein, the same having been made available for inspection at its offices by appointment. The Supplier hereby acknowledges that any breach, error, omission or default by the Supplier of the Purchase Contract may result in the Company being in breach of or becoming liable for damages under the Main Contract and the Supplier shall indemnify the Company against any liability, costs, damages or expenses so arising.

## 22. PATENTS AND COPYRIGHT

22.1 The Supplier shall indemnify the Company against all actions, claims, costs and demands occasioned by the infringement or alleged infringement of any letters, patents, registered designs, copyrights, trademarks or trade names by the Supplier, his servants or agents in the performance of the Purchase Contract, and (if relevant to the performance of the Purchase Contract or any work procured by the Company to which the Purchase Contract relates) the Supplier agrees to grant to the Company an irrevocable royalty free licence to use any materials produced by the Supplier in connection with the Purchase Contract, which shall include the right to grant sub-licences to third parties.

## 23. ENTIRE AGREEMENT

23.1 The Purchase Contract, including any documents expressly incorporated or referred to in the Purchase Contract or on the face of the Purchase Order, constitutes the entire agreement between the Company and the Supplier and supersedes all prior negotiations, discussions, correspondence, agreements or arrangements whether written or oral. Any conditions, exclusions or limitations of liability sought to be imposed by warranties, guarantees, delivery notes or any other document provided by the Supplier shall be deemed to be excluded and inapplicable.

## 24. CONSTRUCTION ACT PROVISIONS HOUSING GRANTS CONSTRUCTION AND REGENERATION ACT 1996 (UNITED KINGDOM ONLY)

24.1 Where the provision of Goods or Services under this Purchase Contract constitute constructions operations within the meaning of the Housing Grants Construction and Regeneration Act 1996 as amended from time to time and those construction operations take place in England, Wales, Scotland or Northern Ireland, the following provisions shall apply in place of those contained in clause 6:

24.2 The Supplier shall invoice the Company on Delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Purchase Order and accurately describe the Services or Goods provided, the sum the Supplier considers to be due and the basis of that calculation. Without prejudice to the foregoing, invoices must be received by the Company within 10 days of the end of the month in which the Goods or Services to which they relate are delivered or performed otherwise they will be deemed to relate to Goods or Services delivered or performed in the following month. The date upon which the Company receives the invoice shall be the due date. The Company shall within 5 days of receipt of the Supplier's invoice notify the Supplier of the sum which it considers to be due and the basis upon which that sum has been calculated (a Payment Notice). All invoices shall be rendered net of any retention and discounts as specified in the Purchase Order.

24.3 Unless otherwise stated in the Purchase Order, the Company shall pay the sum specified in the Payment Notice by the final date for payment which shall be 60 days after the due date. If before the final date for payment the Company intends to pay less than the sum specified in the Payment Notice, the Company shall, not later than 2 days before the final date for payment, issue a Pay Less Notice specifying the sum the Company considers to be due, and the basis upon which that sum is calculated. The Company, if it has issued a Pay Less Notice shall only be obliged to pay the Supplier the sum specified in the Pay Less Notice, rather than the Payment Notice, by the final date for payment.

24.4 Where the Housing Grants Construction and Regeneration Act 1996 as amended from time to time applies, then the parties may at any time refer any dispute or difference to adjudication. The adjudication shall be conducted under the Statutory Scheme for Construction Contracts 1998 (as amended) and the adjudicator nominating body shall be the Royal Institution of Chartered Surveyors.

## 25. ENVIRONMENT

25.1 The Supplier shall accept and comply with all site and contractor environmental, physical and other conditions and requirements and accept all such conditions and requirements at its own risk. The Supplier shall accept the responsibility for the safe storage and disposal of waste (generated by the Supplier) and in doing comply with all relevant legislation and regulations.

## 26. ASSIGNMENT

26.1 Assignment by Supplier

The Supplier shall not assign novate or otherwise transfer the whole or any part of the benefit or burden of this Purchase Contract nor shall the Supplier sub-let the whole or any part of it without the previous written consent of the Company. Without limitation, the Supplier shall have no right to assign any debt or chose in action.

26.2 Assignment by Company

The Company may assign, novate or otherwise transfer the benefit and/or the burden of this Purchase Contract without the consent of the Supplier and without providing notice to the Supplier.

26.3 Assignment on Determination

If the Supplier's employment under this Purchase Contract is determined for any reason, the Supplier shall if requested to do so forthwith and at no cost assign to the Company the benefit of any agreements for the supply of materials or goods and/or the execution of any works for the purposes of this Purchase Contract and the Company may pay any supplier or sub-contractor of the Supplier under such agreements for any materials or goods delivered or works executed for the purposes of this Purchase Contract after such assignment. Payments made under this clause may be deducted from any sum due or to become due to the Supplier or shall be recoverable by the Company as a debt.

## 27. APPLICABLE LAW

27.1 The Purchase Contract shall be governed and construed in accordance with and be subject to the laws of the jurisdiction in which the Delivery Address is located, and the parties hereto submit to the exclusive jurisdiction of the courts of that jurisdiction.

## 28. DATA PROTECTION

28.1 Both parties shall comply with all applicable legislation and guidance with respect to the protection of personal data. In this regard the Company hereby notifies the Supplier that data that identifies the Supplier or its personnel, agents or representatives personally will be used within the Company for the purposes of the administration of this Purchase Order and compliance with laws and site rules, and the Supplier confirms it has properly provided the Company with data about any such data subjects in accordance with data protection law. The Supplier further acknowledges the Company's legitimate interest in processing data as described in this Clause 28. The Supplier hereby indemnifies the Company and Company Affiliates for a breach of this clause.

## 29. COMPLIANCE

29.1 The Supplier confirms it shall abide by and is not in breach of the UK Modern Slavery Act and/or the Irish Criminal Law (Human Trafficking) Act 2008 (as amended) or any other similar legislation enacted in the jurisdiction in which the Good or Services are to be provided, all UK and US compliance and anti-bribery legislation, and all legislation concerning same in all jurisdictions in which it operates and to which it delivers goods and materials and/or performs services as well as any policies of the Company or client of the Company related to the foregoing.

29.2 The Supplier confirms and agrees that it shall abide by and shall not breach the Company's Code of Conduct (as may be amended from time to time) or any other policy of the Company of whatsoever nature as may be amended from time to time. The Supplier hereby confirms that it is on notice of such Code of Conduct and all other policies of the Company and hereby waives any defence it may have for a breach of this clause by virtue of the fact that it may not have been provided with a copy of the Company's Code of Conduct or any other policies of the Company. The Code of Practice and all other policies of the Company are available on request. The Supplier hereby acknowledges that it is its obligation alone to request copies of the Code of Practice and any other policy of the Company.

29.3 The Company shall be entitled to audit the Supplier, which shall include a right to visit the Supplier's premises, to prove and ensure that the Supplier is full compliance with the Purchase Contract and all applicable law (in particular, without limitation, to ensure compliance with this clause, employment law and health and safety law) at its discretion, upon the provision of reasonable notice. The Supplier shall co-operate, comply with and provide reasonable assistance in respect of such audits and agrees to produce copies of any documents, records (including, without limitation, electronic documents and records) or information deemed necessary to prove that the Supplier is carrying out the Services and/or providing the Goods in accordance with the Purchase Contract and all applicable laws.

## 30. Limitation

The Company may not commence any legal action against the Supplier under this Purchase Order after twelve (12) years from the date on which all the Goods are finally delivered and/or all of the Services are concluded.