

CONDITIONS FOR PURCHASE

1. In these conditions:

'the Company' means J & E Hall Limited a company incorporated in England under registration number 03120673.

'the Seller' means all parties to the Contract other than the Company.

'Goods' means the goods, plant, machinery, apparatus materials, documents, designs and any other articles of whatever kind to be supplied by the Seller under the contract.

'INCOTERMS' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when a Contract is formed between the Parties.

'Party' shall mean each of the Company and the Seller and includes their successors in title, permitted assignees and permitted transferees, and 'Parties' shall be construed accordingly.

'Works' means Works to be done and/or services to be provided by the Seller under the Contract and Goods to be supplied in connection therewith.

2. All contracts whether oral or in writing for the supply of Goods to the Company are entered into by the Company only upon these Conditions and no contract shall be deemed to have been concluded between the Company and the Seller unless and until the Seller has accepted these Conditions either expressly or by necessary implication. Consequently and subject to Condition 3 hereof anything in any document forming part of or incorporated in any such contract which is inconsistent with these conditions or any part thereof shall have no effect and every document shall be deemed to incorporate these Conditions.

3. No variation of or addition to these Conditions shall be effective unless in writing and signed for by a member of the Corporate Department on behalf of the Company.

4. Goods and Works shall conform to the relevant British Standard Specification (unless otherwise stated) and shall be both as Specified and of the best materials and workmanship. The Seller shall comply with any given quality specification, health safety and environmental legislation. A breach of this clause shall be treated as material breach of the contract.

5. Variations

- (a) The Company may at any time issue a Variation Order in writing to the Seller varying the nature and/or extent of Goods and/or Works and the Seller shall thereupon comply therewith and perform the Contract as if Goods and/or Works as so varied had been set out in the Contract at its inception.
- (b) Whenever the Company issues a Variation Order to the Seller as aforesaid the contract price shall be increased or decreased to such an extent as may be reasonable having regard to the terms of such Variation Order.
- (c) Save where authorised by a Variation Order as aforesaid the Seller shall make no variation in any of Goods and/or Works stipulated for by the contract nor shall any alteration be made in the contract price.

6. The delivery terms in respect of any Goods and/or Works, unless otherwise agreed in writing, shall be DAP (Incoterms 2010). To maintain the integrity of Goods throughout handling, storage and preserving all Goods must be properly and securely packaged. Further, delivery shall not be deemed completed by the Seller unless and until the Seller or the carrier transporting the Goods, who shall be deemed to be acting on the Seller's behalf, has handed over and deposited Goods at the delivery address stipulated in the purchase order, and a clean receipt of delivery has been obtained from the Company or an authorised representative of the Company.

7. The time stipulated for the delivery of Goods or the completion of Works shall be of the essence of the contract unless the contrary is expressly agreed in writing. However where the Company is notified promptly in writing of any likely delay and is shown to the satisfaction of the Company that the delay is due to circumstances beyond the Seller's control the Company will grant a reasonable extension of time. Where the Seller fails to deliver or complete within the stipulated time or any extension thereof the Company shall be entitled to rescind the contract without prejudice to its other remedies, including, but not limited to, the Company's right to claim for damages for delays.

8. The risk and title in Goods and/or Works shall pass to the Company upon completed delivery and acceptance of the same by the Company. Any passing of title shall not prejudice the Company's right to reject any item for non-conformity.

9. The Company and the Company's client for whom Goods and/or Works are intended and their respective representatives or insurers shall have the right at the cost of the Seller to make all reasonable tests and inspections of Goods during manufacture (whether on the Seller's premises or elsewhere) and/or Works during execution, but such right and any such tests or inspections carried out shall not release the Seller from any obligations under this contract.

10. Where Goods and Works or any part thereof are found to be not in accordance with the requirements of the contract, the Company may without prejudice to its other remedies reject them at any time whether before or after delivery and whether or not the Company is deemed to have accepted Goods and Works and notwithstanding any test or inspection that may have been made of Goods and Works by or on behalf of the Company, its clients or insurers.

11. If any defect becomes apparent in Goods and/or Works or in any part thereof or in any replacement supplied under this condition the Seller guarantees, without prejudice to any other remedies available to the Company, either to refund the cost of or to replace or repair free of charge, at the Company's discretion, any Goods and/or Works found to be defective owing to materials, design or workmanship for a period of twelve (12) months from completion of installation or eighteen (18) months from the date of delivery, whichever period first expires, unless otherwise agreed in writing between the Parties.

12. The Seller shall not without the prior written consent of the Company assign or sub-contract the contract or any part thereof. Where the company gives such consent this shall not relieve the Seller from his obligations under the contract.

13. The Seller shall indemnify the Company against any claim for infringement of patents, registered trademarks, copyrights or design arising out of the sale and use of Goods and against all costs and expenses incurred in connection with any such claim. The Seller shall not, however, be under any liability under this condition for any such infringement as is due to the Seller following a design furnished by the Company.

14. Termination

14.1. The Company may by written notice to the Seller, terminate this Contract with immediate effect if:

- (a) the Seller is in material or persistent breach of any of its obligations under this Contract and fails to remedy the breach, if capable of remedy, within thirty (30) days of the date of a written notice by the Company specifying the breach and requiring the same to be remedied;
- (b) the Seller is in breach of clauses 4, 7, 18 or 25.
- (c) a resolution is passed, a petition is presented or an order is made for the winding up of the Seller, otherwise than for the purpose of solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations under this Contract of the Seller, or an administrator, receiver or administrative receiver is appointed over all or part of the Seller's undertaking and assets;
- (d) the Seller ceases or threatens to cease to carry on its business or is unable to pay its debts or becomes insolvent, within the meaning of section 123 Insolvency Act 1986, or makes or proposes to make any arrangement or composition with its creditors; or
- (e) the Seller, being an individual, is the subject of a bankruptcy order, dies or, by reason of illness or incapacity, whether mental or physical, is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

14.2. The Company may at any time terminate the Purchase Order for convenience with immediate effect upon giving the Seller a written notice provided that in such case the Company agrees that it will reimburse the Seller for any direct costs which the Seller can prove it has reasonably and property incurred as a direct consequence of such

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early termination, subject to written acceptance by the Company, which shall represent full and final settlement of such early termination.

14.3. Termination of the Purchase Order shall not affect or prejudice the accrued rights of the Parties as the termination or the continuation of any provision expressly stated to survive or which implicitly survives termination.

15. All material issued free to the Seller by the Company or by any third party on the Company's behalf shall remain the property of the Company or the third party as the case may be and any material remaining unused on completion shall be returned in good condition to the Company together with any scrap materials. The Seller shall be responsible for the condition and safe custody of free issue material whilst they are in his possession and shall adequately insure against such risk. The Seller shall use such material solely in connection with the Contract. Waste of such material arising from bad workmanship or negligence of the Seller shall be made good at the expense of the Seller. Any free issue materials found to be defective on receipt by the Seller shall not be used but shall be returned immediately to the Company for replacement. Any drawings or other such documents supplied with the Contract shall be returned to the Company upon completion of Work.

16. The Seller shall be liable for and shall indemnify the Company against all liability, loss, injury, damage, expense, claims and proceedings whatsoever arising under any statute or at common law actually or allegedly caused by or arising in connection with Goods or caused by or arising in connection with or in the course of Works, and against all costs and expenses incurred in connection therewith, unless caused solely by the negligence of the Company.

17. Insurance

17.1 The Seller shall, as a minimum requirement, maintain the following insurance policies with reputable insurers:

- (a) Public Liability Insurance of an amount not less than £5 million per event or series of events in respect of loss of or damage to property, or death, disease, illness or injury to persons resulting from provision of Goods and/or Works;
- (b) Product Liability Insurance of an amount not less than £5 million per event of or series of events;
- (c) Employers' Liability Insurance for an amount not less than £10 million;
- (d) Where applicable, Professional Indemnity Insurance for an amount not less than £5 million per event or series of events; and
- (e) Where the contract contains an element of transport, a goods in transit insurance amounted not less than the purchase order price plus fifteen per cent.

17.2 The Seller shall ensure such insurance to be arranged on a continuing basis and evidence of such insurance protection shall upon request be provided to the Company.

18. Confidentiality

18.1 No disclosure shall be made by either Party, and the Parties will take all proper steps to keep confidential all Confidential Information of the Disclosing Party which is disclosed to obtained by the Receiving Party under or as a result of this Contract and will not divulge it to any third party or employee except for the purposes of carrying out their obligations under this Contract.

18.2 Confidential Information shall not include any information which the Receiving Party can show through documentary evidence:

- (a) is or becomes publicly available otherwise than as a result of a breach of the Order or the fault of the Receiving Party;
- (b) has been lawfully received from a third party without restriction as to its use or disclosure;
- (c) was already in its possession free of any such restriction as to its use or disclosure prior to receipt from the Disclosing Party;
- (d) was independently developed by or for the Receiving Party without making use of any Confidential Information; or
- (e) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party,

and, for the avoidance of doubt and without prejudice to the generality of the above, Confidential Information shall not be deemed to be publicly available merely because it may be derived from one or more items that are publicly available.

19. The Parties shall attempt, in good faith, to resolve any dispute under this Agreement promptly by negotiation.

20. The construction validity and performance of this contract shall be governed in all respect by English Law and the Company and the Seller shall submit to the non-exclusive jurisdiction of the English Courts.

21. The Parties to this Contract do not intend any terms of this Contract to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

22. If any provision of the Contract is held by a court or other competent authority to be unlawful, invalid or otherwise unenforceable in whole or in part, those provisions shall be deemed severed from the remainder of this Contract and the remainder of this Contract shall remain valid and enforceable.

23. A notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices shall be deemed to have been duly given:

- (a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- (b) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- (c) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

24. No failure or delay by either Party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

25. The Parties will comply with all laws and regulatory requirements affecting their business including anti-corruption and anti-bribery laws within the United Kingdom. The Parties will comply with all applicable laws, statutes, regulations, and codes within the United Kingdom relating to anti-bribery, anti-corruption, anti-slavery and ethical trading, including but not limited to the Bribery Act 2010 ("**Relevant Requirements**") and Modern Slavery Act 2015. The Parties shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or sections 1 or 2 of the Modern Slavery Act 2015 should such activity, practice or conduct be carried out in the UK. The Parties shall have and maintain in place throughout the term of this Contract their own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and adequate transparency in the supply chain to ensure slavery and human trafficking is not taking place in their supply chains or in their own business in compliance with the Modern Slavery Act 2015, and will enforce them where appropriate, promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this Contract.