

Sheet Piling UK Ltd Standard Terms and Conditions

Purchase Orders

1. Scope

- 1.1. This Purchase Order shall constitute the contract ("order").
- 1.2. No verbal agreements amending the terms of this order are valid unless both the Purchaser and the Supplier duly confirm them in writing.

2. Price

- 2.1. The prices governing this order shall for all purposes, remain firm unless otherwise agreed to specifically in writing by the Purchaser and shall be inclusive of packing and free delivery at Purchaser's works or any place specified in the order.
- 2.2. For pricing ex works of the Supplier, transport shall in each case be at the lowest possible cost, insofar as the Purchaser has not requested a method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier. Where the price is quoted free to the recipient, the Purchaser may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier

3. Delivery

- 3.1. Delivery time is the essence of this order and must be strictly adhered to. If the Supplier fails to deliver the goods in time, the Purchaser may, at its sole discretion:
 - 3.1.1. treat the order as cancelled at any time and recover any loss or damage from the Supplier;
 - 3.1.2. purchase the goods ordered or any part thereof from other sources on the Supplier's account, in which case, the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer;
 - 3.1.3. without prejudice to above provision Purchaser may accept late delivery, subject to a deduction in payment of 1% of the total order price for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 10% of the order price.

4. Order and Confirmation of Order

- 4.1. The Purchaser may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt. If the terms of the confirmation vary from the terms of the order, the Purchaser is only bound thereby if it agrees to such variation in writing.
- 4.2. Any amendments or additions or alterations to the order shall only be effective if the Purchaser confirms such in writing

5. Force Majeure

- 5.1. The Purchaser shall be under no liability for failure to accept the deliveries of goods, if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities or transportation embargoes, civil commotion, riots, violence, acts of terrorists, state enemies, or any other similar reasons or circumstances beyond the control of the Purchaser
- 5.2. Such occurrences shall be informed in writing by the Supplier.

6. Examination/Rejection of Goods

- 6.1. All materials duly processed and supplied against the order should conform to latest UK Standards, it should be new, merchantable quality, fit for their intended purpose and should be in line with "Quality Assurance Plan", if any, which has to be approved in advance by the Purchaser. All such materials will be subject to inspection and approval by the Purchaser, either at the Supplier's premises and/or at the place of delivery indicated by the Purchaser
- 6.2. The Purchaser reserves the rights to inspect the material at any stage during manufacture or supply and reject such portion thereof as may be found defective or not in conformity with the specification or not fit for their intended purpose without invalidating the remainder of the order, if so desired by the Purchaser.
- 6.3. The Purchaser under no circumstances will be liable or held accountable for any damage, loss, deterioration of the rejected materials/goods for discarding the material/goods, or for any value for it. The Purchaser shall also be entitled to charge an amount of 5% (of the value of rejected materials) per every week of the delay towards storage charges

7. Product Warranty

- 7.1. The said good/services processed and delivered by the Supplier shall be made out of good quality bought out components/materials, as acceptable to the Purchaser and it should have standard/excellent workmanship and fit for their intended purpose.
- 7.2. The said goods/services delivered by the Supplier shall be identical to the sample specification given by the Supplier.
- 7.3. Where the said goods/services delivered by the Supplier to the Purchaser is according to sample as well as certain specification/description, if any, the said goods/services actually processed and delivered, shall match not only with the said sample, but also with the said specification/description.
- 7.4. Should the Supplier fail to rectify (i. e. repair or replacement) any deficiency within a reasonable time period set by the Purchaser, the Purchaser is entitled to: cancel the order in whole or in part without being subject to any liability for damages; or demand a reduction in price; or undertake itself any repair at the expense of the Supplier or re-performance of services or replacement of deliveries or arrange for such to be done; and claim damages in lieu of performance.
- 7.5. If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 15 shall begin to run once again from the date of repair or replacement of the defective goods or services.

8. Invoicing

- 8.1. The invoicing for supplies must be as the order and showing the description of material, quantity, Purchase Order no. and date, GRN (Goods Received Note) or POD (Proof of Delivery) number with date, Excise duty information, and value wherever applicable.

9. Excess Supply

- 9.1. The specific quantity ordered shall not be changed without the Purchaser's written consent. Any loss or damage which the Purchaser may suffer on account of excess/short supply, if any will be to the Supplier's account in full.
- 9.2. Quantum of allowable excess/short supplies shall be agreed in the order.
- 9.3. However, the Purchaser reserves the right to vary the quantity upto +/-15% of the ordered quantity, without any price implication.

10. Payment

- 10.1. Payment of service/processing charges for goods delivered, provided they are not rejected by the Purchaser/consignee shall be made as per the terms stated in the order. Payment falls due after the stipulated/agreed credit period from the

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date of receipt of materials or from the date of receipt of bills, whichever is later. Bills should be submitted within 4 days from the date of delivery.

- 10.2. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance.
- 11. Patents**
The Supplier shall indemnify and keep the Purchaser, its Director, Employee and respective customers indemnified against all losses or damages arising from any infringement of any patent in respect of any goods processed and supplied by the Supplier against this order. In addition, all litigation costs, if any, suffered by the Purchaser as a result of any patent suit shall be reimbursed to the Purchaser by the Supplier forthwith.
- 12. Guarantee**
The Supplier shall be bound to repair/replace free of cost any materials and goods processed and supplied by him, which become defective due to faulty design, material or workmanship or any other reason within 12 months from the date of delivery. In all such cases the to and for freight and insurance charges will be to the Supplier's account.
- 13. Non- Performance**
13.1. The Purchaser reserves the right to cancel this order or any portion thereof if supplies do not conform to the specifications and/or if deliveries are not made as stipulated. The decision of the Purchaser as to whether the supplies conform to the specifications and, or deliveries are made as stipulated, shall be final and binding on the Supplier.
13.2. In addition, the Purchaser shall have the right to purchase/avail the goods/services ordered or any part thereof from other sources on the Supplier's account, in which case the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer.
- 14. Duty to Verify Title/Duty to Inform**
It is essential that the products are delivered free of any third party rights. Thus the Supplier is under a duty to verify title and inform the Purchaser of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.
- 15. Subcontracting to Third Parties**
Subcontracting/assigning to third parties shall not take place either in whole or in part without the prior written consent of the Purchaser, which the Purchaser may grant or deny as per its discretion and violation of same shall entitle the Purchaser to cancel this order in whole or in part and claim damages.
- 16. Provided Material**
16.1. Material provided by the Purchaser remains the property of the Purchaser and is to be stored, labelled and administered separately at no cost to the Purchaser. Their use is limited to the orders of the Purchaser only. The Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material
- 17. [Environmental Protection], Duties to Declare** - Should supplier deliver products, which are subject to statutorily-imposed substance restrictions and/ or information requirements (e.g. REACH, RoHS), supplier shall declare such substances in the web database BOM check(www.BOMcheck.net) or in a reasonable format provided by Purchaser no later than the date of first delivery of products. The foregoing shall only apply with respect to laws which are applicable at the registered seat of supplier or Purchaser or at the designated place of delivery requested by Purchaser. Furthermore, supplier shall also declare all substances which are set out in the so-called "Purchaser's list of declarable Substances" applicable at the time of delivery in the manner described above
- 18. Termination**
In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate this order in case of breach of any terms and conditions of this order by the Supplier. However, provided that Supplier's breach is capable of remedy, Purchaser's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Purchaser. The Purchaser shall be entitled to terminate this order at anytime prior to delivery without providing any Notice to the Supplier, without assigning any reason therefore. All the obligations undertaken prior to such termination shall survive. After receipt of such a notice, the Supplier shall not process the said products and forthwith hand over all product processed by the Supplier and remaining the Supplier's custody. The Purchaser may at any time instruct the Supplier to suspend part or all of the supply and/or services of goods. During suspension the Supplier, without any cost to the Purchaser, shall protect, store and secure such part or all of the work or goods against any deterioration, loss or damage or other losses. All work so stopped shall be resumed by the Supplier based on a schedule to be mutually agreed upon between the Purchaser and the Supplier. It is further agreed between the parties that breach of this order shall, at the option of the Purchaser, constitute breach of the other order/s with the Supplier, which will confer a right on the Purchaser to terminate the other order/s also at the risk and cost of the Supplier
- 19. Dispute Resolution**
19.1. All disputes arising out of or in connection with this order, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration. The parties shall mutually agree and appoint a sole arbitrator. Notwithstanding to what is stated above, if the parties cannot mutually agree on arbitrator within 4(four) weeks from the date of invocation of arbitration, then the Arbitrator shall be appointed in accordance with rule of Arbitration and Conciliation Act 1996. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act 1996, and any modifications thereto and re-enactments thereof. The seat of arbitration shall be in the UK. The language to be used in arbitration proceedings shall be English
19.2. Each party submits to the jurisdiction of courts of the UK for the purposes only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provision.
- 20. Applicable Law**
All sums payable by the Purchaser to the Supplier or by the Supplier to the Purchaser under this order shall be due and payable at the Purchaser's office. This order shall be governed by and construed in accordance with the laws of The United Kingdom of Great Britain and Ireland.
- 21. Inability to Pay/Insolvency of the Supplier**
Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, the Purchaser may terminate the order and/or any purchase orders issued thereunder. In the event of termination the Purchaser may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

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22. Code of Conduct

- 22.1. The Supplier is obliged to comply with the applicable legal systems in force. In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier will take responsibility for the health & safety of its employees. The Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers. The supplier should practice national and international competition laws and not to participate in price fixing, bid rigging with competitors.
- 22.2. In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate the order and/or any purchase order issued thereunder in case of breach of these obligations by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, Purchaser's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Purchaser.

23. Data Privacy

- 23.1. In the course of Purchaser's dealings with Supplier, Purchaser may collect personal information of the Supplier, its employees, directors and officers.
- 23.2. The Purchaser may disclose and transfer personal information of the Supplier, its employees, directors and officers to regulators and to its customers, suppliers, contractors, employees, service providers and affiliated companies. Supplier, its employees, directors and officers may access and seek correction of personal information held by Purchaser about them upon written request.
- 23.3. The purpose of such data collection, use, disclosure and transfer of such personal information is to enable the Purchaser to comply with the law and to conduct its business including without limitation supply of equipment and services to its customers; processing the purchaser order; making payments; maintaining and analysing its vendor data base; and to perform credit, compliance and other checks.
- 23.4. Supplier consents to the Purchaser collecting, using, disclosing and transferring such personal information as outlined above.

24. Environment Health and Safety (" EHS") (This clause shall be applicable only to Site Suppliers/Contractors who are supplying the goods and also performing the site services or who are performing the site services only at Purchaser's site or Purchaser's customer site, or both)

- 24.1. The Supplier shall: give the highest regard to EHS to avoid any injury to any person and damage to any property; ensure that the management of EHS is an integral and visible part of its work planning and execution processes; strive for continuous improvement of its EHS performance; obtain Purchaser's Corporate EHS Policy, understand and implement the applicable content of this policy; follow all applicable requirements of Purchaser's Corporate EHS policy; monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance; ensure that it complies with all applicable EHS laws and any EHS requirements of the Purchaser in force from time to time. Ensure that in case Purchaser produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which Purchaser may produce as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the Works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including personnel, Purchaser's personnel and visitors

24.2. Specific Requirements for sites:

Without limiting the foregoing, Supplier shall, when working on Purchaser's or project sites: ensure that hazardous materials, including those it is required to handle, are collected, stored, disposed of or recycled in an environmentally sound manner. appoint competent and experienced persons at the Purchaser's or its customer's premises, who are trained for fire fighting, safety in their job and make their training record available to Purchaser immediately upon request and take part in safety discussions regularly arranged by purchaser. establish and maintain a casualty and emergency response plan to deal with unforeseen events, such as but not limited to fire and explosion and carry out periodic drills with the involvement of its relevant employees; Prior to starting work, medical fitness of the workmen is considered. Attend and ensure all of its employees and contractors attend site specific safety inductions and discuss and clarify with the Purchaser, its EHS policy and requirements; ensure that a system of safety work permit is followed and the requirements contained therein are fulfilled; before the start of any task and unless released from this obligation by the Purchaser, the supplier will submit and discuss with Purchaser's official the method statement and Job Safety Analysis (JSA) in the following format:

Ensure that all necessary Personal Protective Equipment ("PPE") is provided and used appropriately including without limitation safety shoes, helmets, eye and hearing protection together with safety equipment; when performing height work, ensure the use of Mobile Elevated Working Platforms (MEWP) and the provision and use of life line, fall arrestor, full body harness and safety helmet, Sky Sirens, and Control Shroud; ensure all PPE complies with UK (BS) standards and Purchaser's EHS requirements; The supplier shall ensure that the Personnel make use of the personal safety equipment and that such equipment is maintained in good working order at all times. Ensure safe access and egress to the site; ensure that traffic rules are followed at all times when its vehicles are on Purchaser's premises; display necessary safety signage and barricades at the workplace and In case of an incident leading to a) the death of any Personnel or b) a severe injury involving more than one day of incapacity of any Personnel or c) more than three workers being brought to hospital, Supplier shall, without undue delay, 1) execute a root cause analysis of the incident, 2) determine appropriate measures to exclude similar incidents in the future, 3) define time periods for the measures to be implemented and 4) provide Purchaser with a written report on the root cause, the measures determined and the time periods defined. Supplier shall also inform the applicable legal authorities. Supplier shall support any additional investigation conducted by the Purchaser. Ensure that all vehicles used for transportation & material handling equipment are fit for use and have valid certifications. Operators of vehicles and machines have valid licenses, are properly trained & experienced. Notwithstanding the above, the Supplier acknowledges that the Purchaser may communicate from time to time certain additional or amended requirements with respect to EHS to be met by the Supplier on project sites.

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25. Indemnity

25.1. Without limiting any other remedy of the Purchaser, the Supplier shall at its own expense, defend, indemnify and hold harmless the Purchaser its directors, officers, employees, agents and customers from and against any and all loss, cost, expense, damages, claims, proceedings, actions, demands or liability, including legal counsel fees and expenses, incurred or suffered by the Purchaser resulting from bodily injury, sickness, disease, or death of persons, or damage to property arising out of or in connection with the Supplier's performance of this order including but not limited to:

- (i) non-compliance with the Purchaser's EHS requirements;
- (ii) negligence or wilful misconduct of the Supplier, its employees, contractors, suppliers or agents;
- (iii) defects in the workmanship, materials or design of the goods supplied, services or work performed by the Supplier;
- (iv) failure to comply with UK laws; or
- (v) breach of this order.

25.2. The indemnity in this clause is a continuing indemnity and survives termination or expiration of this order. Without limiting the indemnity contained in this clause, if any of the persons employed or engaged by the Supplier or Purchaser's employees for any action and/or inaction of the Supplier, Supplier persons suffers injury, disablement(full or partial) and fatality or become ill while at the Purchaser's premises or on site and requires medical treatment and/or transportation, the Supplier shall pay and indemnify the Purchaser for all costs and liability suffered or incurred by the Purchaser arising out of or in connection with the provision of or arrangement for such medical treatment and/or transportation.

26. General

The clauses as mentioned above shall hold good until and unless any clause is amended or replaced in the body of the order, in which case such amended or replaced clauses shall prevail to the extent of any inconsistency. **Notice:** Compliance with legal and internal regulations is an integral part of all business processes at SPUK. Possible infringements can be reported to our Head Office "Tell us"

This is an electronically generated order/PO hence does not require a signature. The order/PO shall be considered as original for all purpose and is duly approved by the authorised signatories.

27. Change In Law

Any additional cost or benefit impacting the contract price resulting from a "Change in Law", towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in Law". "Change in law" means occurrence of any of the following event after submission of bid and during the performance of the contract, The enactment of any new UK law; The repeal, modification or re-enactment of any existing UK Law; The commencement of any UK Law, which has not entered into effect until the date of award of contract; A change in the interpretation or application of any UK law, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a Court of record prior to the date of Bid/Award of contract; or Any change in the rates of any of the taxes that have a direct effect on the agreement."

28. Plant Hire Specific Additional Conditions

28.1. Terms & Conditions of Hire

28.1.1. Unless expressly agreed in writing prior to commencement, the terms of hire are as CPA Terms and Conditions (July 2001) with amendments as detailed below taking precedence in the event of any ambiguities or discrepancies.

28.2. Examination/Rejection of Plant

28.2.1. All Plant is duly processed and supplied against the order should conform to latest UK Standards, it should be of merchantable quality and fit for their intended purpose.

28.3. Plant Break Downs & Maintenance

28.3.1. Plant breaks downs due to poor wear and tear are the responsibility of the Plant supplier, if and when this happens the supplier will at his own cost replace or repair the defective plant, with no cost to the hirer, if the plant is unrepairable the supplier will arrange alternative plant to be delivered to site at their own cost.

28.3.2. The Supplier is to provide the hirer with any routine maintenance schedules for the item of plant, the supplier is to provide an alternative piece of plant while any routine maintenance is underway, unless otherwise agreed with the hirer in advance and in writing.

28.4. Damage & Loss to Plant

28.4.1. All and any damage to plant is to be notified within 24hrs or the off hire date, all damage is to be photographed and included in all communication with the hirer prior to any damage invoice being raised.

28.4.2. Any missing item(s) that have not be returned with the item of plant, the supplier is to notify the hirer of all missing item(s) prior to any invoices being raised, The hirer is to provide photographic evidence of the missing item(s) to the hirer.