



Purchase Order Terms

Definitions

In these Conditions the following terms shall have the following meanings:

“E2 Services Ltd” means the company which issued and is named on the Purchase Order.

“Company” means E2 Services Ltd.

“Conditions” means these Purchase Order Terms.

“Goods” means the goods purchased by the Company pursuant to these Conditions. “Purchase Order” means the document of that name issued by the Company.

“Site” means the address to which the Goods shall be delivered as stated on the Purchase Order.

“Supplier” means the party named on the Purchase Order from which the Company is purchasing the Goods or Services.

1. Placing of Order

(a) The Purchase Order is placed by E2 Services Ltd. (hereinafter called “the Company”) only on the following conditions. The person, firm or company to which the Purchase Order is addressed is hereinafter called “the Supplier”. Any provisions of the Supplier’s quotation or acceptance that conflict with these terms or are in addition to these terms shall be excluded unless otherwise agreed by the Company in writing. The rights given to the Company by these terms shall be in addition to any rights given by the general law and not in substitution thereof. Where the goods are to be delivered by instalments, the order shall be treated as a single agreement and not severable.

2. Entire Agreement

Save where condition 1(b) above applies the Purchase Order together with any documents referred to on the face hereof constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous correspondence and discussions. Modification to the requirements or terms of the Purchase Order either at the time of the Purchase Order or subsequently shall only be effective if made in writing and signed by an authorised representative of the Company.

3. Acceptance

The Supplier’s acknowledgement of receipt of the Purchase Order, or commencement of work or shipment of the goods whichever occurs first, shall be deemed to be acceptance by the Supplier of the terms of the Purchase Order.

4. Packing and Labelling

(a) Goods shall be packed and labelled in accordance with applicable laws and regulations, for protection against personal injury or harm, and against damage from weather, handling and transportation. The supplier shall be liable for all damages arising out of improper or inadequate packing.

(b) In addition to 4(a) above the Supplier shall pack, label and deliver the goods in accordance with any requirements of the Company that shall have been communicated to the Supplier before delivery of the said goods.

5. Time for Delivery

Time is of the essence in the performance of the Supplier's obligations under this Purchase Order and it is agreed that any extension of time granted by the Company for the performance of the Supplier's obligations shall not amount to a waiver of this provision.

6. Liability for Delay on Delivery

If delivery of goods or provisions of services is not complete by the date or dates required by the Purchase Order the Company shall have the right, without liability, to terminate the Purchase Order by written notice. Upon such termination the Company shall have the right to purchase substitute goods or services and to charge the Supplier with any additional costs incurred, including but not limited to consequential loss or damage incurred on the Company's contract or contracts for which the goods were intended. If in consequence of such termination the goods delivered up to the date of termination cannot be used by the Company for the purpose of which they were ordered, the Company shall have the further right to reject such goods. Any payments made to the Supplier for such goods shall be repaid to the Company and shall be considered as a debt.

7. Quality of Goods

Subject to the Company's right of rejection in Clause 10 all goods shall remain at the Supplier's risk regarding deterioration, damage, loss and the like until they are delivered and accepted by the Company. The Company shall be entitled to deduct from any money due to the Supplier the amount of any shortage, loss or damage. The approval, whether expressed or implied, by the Company of drawings, data sheets, samples and the like provided by the Supplier shall not relieve the Supplier of its responsibilities for supplying goods or services which are fit for purpose.

8. Drawings and Manuals

The Supplier shall provide and allow in its prices for any drawings and for any operating and maintenance manuals that are normally provided with the goods or services, or are specifically called for by the Company on the face of the Purchase Order.

9. Assignment and Subcontracting

The Supplier shall not assign the benefit of the Purchase Order, or subcontract the whole or any part of the Purchase Order without the prior written permission of the Company, which permission shall not be unreasonably delayed or withheld. Where an assignment is made, the Supplier will ensure that the Assignee enters into a Collateral Warranty with the Company that reflects the Conditions and Purchase Order terms.

10. Inspection/Testing

Payment for goods delivered shall not constitute a waiver of the Company's right to reject goods. The Company shall have the right to inspect the goods and to reject any or all goods which do not meet the requirements and standards set out in Clause 12 below. The Company shall further have the right to reject such goods that are not opened and inspected immediately at the time of delivery but are subsequently found to be defective. The price of any rejected goods or services shall be credited to the invoice covering the provisions of those goods or services or debited against the Supplier's account. Goods rejected by the Company shall be held at the place of delivery at the Supplier's risk for removal by the Supplier. If not removed by the Supplier in the time notified by the Company, they may be sold or otherwise disposed of by the Company. Any proceeds received by the Company as a result of such disposal shall be credited to the Supplier's account. Any costs incurred by the Company as a result of such disposal shall be charged to the Supplier and treated as a debt. Goods supplied in excess of quantities ordered will be returned to the Supplier at its expense. The Company reserves the right to require replacement of or to reject goods with any latent defect not apparent on examination at the time of delivery. Nothing contained in the Purchase Order shall relieve the Supplier of its responsibility for testing, inspection and quality control.

11. Access

On receipt of reasonable notice from the Company, the Supplier shall be obliged to provide the Company with access to the offices and/or works and/or places of storage of the Supplier or its sub-suppliers and/or subcontractors and/or any other third party for any purpose including testing in connection with the Purchase Order.

12. Warranty

The Supplier expressly warrants that all goods and services provided under the Purchase Order will conform to all specifications and appropriate standards. Unless otherwise expressly required by this Purchase Order materials and goods shall be new, and free from defects in material, workmanship and design, and shall be safe and fit for the purpose for which such goods and services are normally used, or for the particular purpose specified by the Company. The Supplier warrants that the goods will conform in all respects with samples provided to the Company. Inspection, testing, acceptance or use by the Company of the goods and services provided hereunder shall not vitiate this Warranty. The Warranty shall extend to the Company, its successors, assigns and clients. The Supplier shall promptly replace or correct defects in, or issue a refund for, at the Company's option, any goods or services not conforming to the specified standards, at no cost to the Company, provided that the Company gives the Supplier the opportunity to do so. In the event that the Supplier fails to replace or repair defects in non-conforming goods and services within the time notified by the Company, the Company may after written notice to the Supplier, arrange for correction or replacement of such defective goods or services and charge the Supplier for the costs and expenses so incurred by the Company. For the purpose of this Purchase Order, this Warranty shall apply for eighteen months after delivery or twelve months after putting into use, whichever is the later, unless otherwise agreed in writing. The Supplier shall if required to do so by the Company enter into a collateral warranty or similar agreement with such persons as the Company may specify from time to time in relation to the goods and/or services provided by the Supplier.

13. Variations

The Company shall have the right at any time to make changes in design, drawings, materials, specifications, packing, quantities, method of delivery, and time and place of delivery. If any such change causes an increase or decrease in the cost or the time of performance an equitable adjustment shall be mutually agreed, and the Purchase Order shall be varied accordingly. Where applicable, the same or comparable unit rates shall apply to the same or comparable goods or services. Such variations shall only be valid if given in writing and signed by the Company's authorised representative. The Supplier

agrees to accept any such changes and to proceed without delay to perform the Purchase Order as varied. Any dispute concerning adjustments shall not excuse the supplier from proceeding with the Purchase Order as varied on the basis that the Supplier shall, in the absence of agreement, be entitled to reasonable adjustments in relation thereto.

14. Suspension of Performance

The Company shall have the right at any time to suspend all or part of the performance of the Purchase Order by giving written notice to the Supplier specifying the scope, date and estimated duration of the suspension. The Supplier shall promptly suspend any further performance of the Purchase Order to the extent specified and during the period of suspension shall properly care for and protect all work in progress and materials, supplies and equipment that the Supplier has on hand for performance of the Purchase Order. The Company may at any time withdraw the suspension by written notice to the Supplier specifying the effective date of the withdrawal, and the Supplier shall resume diligent performance of the work for which the suspension is withdrawn on the specified effective date. The Supplier accepts that suspension of up to 12 weeks on these terms is reasonable. The Company shall have the right to suspend all or part of the performance of the Purchase Order for a period between 12 and 24 weeks on like terms save that the Supplier shall, if any such suspension causes an increase or decrease in the cost, be entitled to an equitable adjustment in respect thereof, and the Purchase Order shall be varied accordingly.

15. Price

The prices contained in the Purchase Order are fixed prices and shall not be subject to any amendment other than variation of the Purchase Order expressly made in writing by the Company. The prices include without limitation packaging, boxing, crating, labelling, storage, shipping, customs duties, taxes, insurance and the like. The prices exclude Value Added Tax which shall be charged at the rate applicable at the time of supply.

16. Time for Payment

Time in connection with payment of invoices shall be counted from whichever is the latest of (i) the scheduled delivery date (ii) the actual delivery date or (iii) the date of receipt of an invoice complying with Clause 18 of the Purchase Order.

17. Advice Notes

The Supplier shall issue Advice Notes bearing the number of the Purchase Order, the destination of the goods and details of the goods despatched. The Supplier shall send one copy of the Advice Note with the goods and post one copy to the address at the head of the Purchase Order at the time of dispatch of the goods.

18. Invoices

The Supplier shall post detailed invoices bearing the number of the Purchase Order to the address at the head of the Purchase Order after dispatch of the goods. The Company shall not be obliged to make payment against any invoice issued by the Supplier that includes goods supplied under more than one Purchase Order.

19. Title

Title in the goods shall pass from the Supplier to the Company on delivery of the goods to the Company, whether this is to the Site named on the Purchase Order or to a designated off-site storage facility notified to the Supplier by the Company.

20. Taxes and Duties

The Supplier shall pay all taxes and duties of any kind, and all fines or penalties imposed due to the Supplier's failure to pay such taxes or duties. The Supplier shall indemnify the Company against all such taxes and duties and all fines or penalties imposed on the Company as a result of the Supplier's failure to pay such taxes or duties.

21. Royalties

The Supplier shall pay all royalties and/or fees on patented articles processed and/or registered designs and/or registered trademarks and any other intellectual property rights and shall indemnify the Company against all claims, damages, costs or proceedings in respect of or in connection with infringement of any such rights caused by the supply of goods under the Purchase Order.

22. Set Off

The Company shall have the right to set off against any money due, or becoming due to the Supplier, the amount of any counter claim arising out of the Purchase Order, or any other order with the Supplier.

23. Termination by the Company

The Company reserves the right to terminate in writing the Purchase Order or any part hereof for its sole convenience or in the event that any contract associated with this Purchase Order (for which any goods or services ordered hereunder were to form part) is cancelled or terminated. In such event the Supplier shall immediately cease all work and cause any of its suppliers or subcontractors to do likewise. Subject to Clauses 24 and 28, the Supplier shall be paid for reasonable and properly incurred costs, including reasonable profit & overhead which shall not exceed the value of this Purchase Order properly carried out up to the date of termination. The onus shall be on the Supplier to demonstrate that the costs claimed have been reasonably and properly incurred and any doubt shall be resolved in favour of the Company. The Company shall not pay (i) for any work done after the receipt of the notice of termination or (ii) for any costs incurred by the Supplier and its subcontractors which the Supplier could reasonably have prevented.

24. Termination by Main Contractor and/or Principal Client

In the event that this Purchase Order is terminated in consequence of any contract associated with this Purchase Order (for which any goods or services ordered hereunder were to form part) having been cancelled or terminated other than by reason of breach of that contract by the Company, the Supplier shall, at the request of the Company, agree to extend the Company's time for payment of all sums due under this Purchase Order by up to 24 weeks from the date of termination of this Purchase Order and the Supplier hereby acknowledges that such extension of time for payment is reasonable in these circumstances.

25. Termination Due to Default or Insolvency of Supplier

The Company shall have the right to terminate in writing the Purchase Order or any part hereof in the event of any default of its obligations under this Purchase Order by the Supplier. Further the Company may cancel the Purchase Order if the Supplier makes a Voluntary Arrangement with its creditors, has an Administration Order made against it, becomes bankrupt or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), has a Receiver appointed (or any similar

act that would be recognised as meaning that the Supplier was insolvent under the law of England or the equivalent in the jurisdiction in which the supplier is registered) or executes a Bill of Sale. In the event of such termination, the Company shall, without prejudice to any other rights or remedies, (i) have no liability in connection with charges for the cancelled goods, (ii) have the right to recover as a debt from the Supplier any additional costs which the Company may incur in obtaining alternative goods, and (iii) to charge the Supplier with any additional costs which the Company may incur in connection with delays or any other associated costs for which the Company may be liable under any other contract associated with this Purchase Order.

26. Force Majeure

The Company shall have the right to delay delivery or performance of the Purchase Order without prejudice, for significant causes beyond its control, such as strikes or lock-outs, fire or unusually severe weather. The Supplier shall hold such goods at the direction of the Company until the cause of the delay has ceased. The Company shall be responsible only for the extra direct cost of holding the goods or delaying performance of the Purchase Order at the Company's direction.

27. Insurances

If the Purchase Order requires the performance of services by the Supplier's employees, or persons under contract to the Supplier, to be done on the Company's property, or on the property of the Company's Clients, customer or subcontractors, the Supplier agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employee's of the Company. The Supplier shall maintain all necessary insurances, including public liability and Employers Liability. The Supplier shall indemnify and hold harmless the Company from any and all claims arising out of the work covered by this clause.

28. Limitation of the Company's Liability

In no event shall the Company be liable to the Supplier for any special, indirect or consequential loss, damages or liability. The Company shall not be liable for penalties of any kind. The Company's liability on any claim of any kind shall in no case exceed the price of the goods or services or unit thereof which gives rise to the claim.

29. Indemnification

The Supplier shall indemnify and save harmless the Company against all liabilities, claims, causes of action, costs, loss, damages and expenses whatsoever due to the Supplier's negligence in respect of personal injury to, or death of, any persons whomsoever, or damage to any property real or personal arising out of, or in the course of, or caused by, the manufacture and delivery of, or any defect in, the goods, or from any act or omission of the Supplier, its agents, employees or subcontractors and shall indemnify the Company in respect of any direct or indirect loss or expense of whatsoever nature incurred by or claimed against the Company, due to the goods not conforming with the specifications, plans, designs, instructions or orders of the Company or its employees.

30. Health and Safety at Work

The Supplier warrants that:

a) That the Supplier has carried out all testing and examination and other work necessary to minimise and so far as is reasonably practicable eliminate any risk to health and safety resulting from the use of the Goods for any purpose for which they are designed.

b) That where conditions exist under which there will or may be any risk to health and safety, the Supplier shall immediately on acceptance of the Purchase Order bring such conditions to the attention of the Company in writing and shall provide free of cost adequate information about such conditions and the safeguards which should be observed to ensure that the Goods can be transported, stored, processed, used and/or disposed of safely and without risk to health.

c) That where Goods comprise rotating or moving parts or where there is any risk from explosion or flying parts then the Supplier shall provide, fit and bear the cost of suitable guards and/or protective devices to minimise and so far as reasonably practicable eliminate any risk to health and safety resulting from the use of the Goods for any purpose which they are designed.

d) That all persons delivering Goods on behalf of the Supplier will be fully and adequately trained in all aspects of safe working on construction sites, will comply with and observe all site rules and will be properly equipped by the Supplier with all necessary personal protective equipment for use in such an environment. The Supplier shall be liable for any costs incurred by the Company and/or the Supplier as a result of any delivery being refused on the basis that the persons making the delivery are not properly trained or equipped.

31. Confidentiality

Drawings, specifications or other information supplied by the Company shall not be used by the Supplier for any purpose other than satisfying the requirements of the Purchase Order. The Supplier shall return all drawings, specifications and other information to the Company if so requested. The Supplier shall treat all such information as confidential, and shall not disclose it to any other person without the written permission of the Company. The Supplier shall not advertise or publish the fact that the Company is purchasing goods from the Supplier without the prior written permission of the Company. Unless otherwise agreed in writing no information disclosed by the Supplier to the Company shall be deemed to be confidential.

32. Waiver

The waiver by the Company of any breach hereunder by the Supplier, or the failure by the Company to exercise any rights or to insist on the performance by the Supplier of any terms or conditions, shall not waive any other rights, terms and conditions, nor shall it constitute a waiver of the same of any other right, term or condition in the future.

33. Sever-ability

If any term, condition or provision of this Purchase Order shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the other provisions of, or any other documents referred to in, this Purchase Order.

34. Language

Unless otherwise specified, all drawings, reports, manuals, technical information and other communications shall be in English.

35. Applicable Law

This Purchase Order is subject to English Law and the jurisdiction of the English Courts.

36. Bribery Act 2010

The Supplier shall take all necessary steps to implement the requirements of the Bribery Act 2010 (including any amendments to or re-enactments of) so as to ensure that it, its employees, agents, sub-contractors and suppliers do not breach such

requirements or cause E2 Services Ltd. to breach such requirements. The Supplier shall make available to E2 Services Ltd., on demand, sufficient documentary evidence to demonstrate that it is complying with these requirements. In the event that the Supplier is in breach of the legislation or this clause the Supplier shall indemnify, as far as the law allows, E2 Services Ltd. against all costs, fines or other expense which is incurred as a result of the Supplier breach. If the Supplier commits or suspects that anyone employed, engaged by or connected to the Supplier has committed an act or omission in breach of the Act, the Supplier shall inform E2 Services Ltd. immediately in writing and in full confidence.

37. Third Party Rights

Subject to clause 9, the Company and Supplier do not intend that any term of the Purchase Order or Conditions shall be enforceable by virtue of the Contracts (Third Party Rights) Act 1999.