SPECIALIST EQUIPMENT SOLUTIONS STANDARD TERMS AND CONDITIONS OF PURCHASE - 1858 Mar 2016

1. Definitions

In these Conditions: -"Conditions" shall mean the terms and conditions "Conditors' shall mean the terms and conditors contained herein." "Contract' shall mean these Conditions, the Purchase Order and the documents listed therein. "Goods' shall mean the goods described in the Purchase Order (Including any replaced goods and spare parts) and the term "Goods' shall whenever the context permits include any work or services performed under the Contract by the Supplier or any of its sub-contractors in connection who in ricidental of its sub-contractors in connection with or incidental to the Goods or the Works. "Owner" shall mean, where applicable, the person or persons or firm or company for whom the Purchaser has undertaken to execute the Works or any part

The unsertained of the end of the to the Supplier. "Purchaser" shall mean the company described as Fulctions shall mean the Company described as such in the Purchase Order. "Supplier" shall mean the person or persons or firm or company to whom the Purchase Order is issued. "Works" shall mean the works or project for and in connection with which the Goods are required.

2. Pricing and payment

(a) The Contract price of the Goods shall be as stated in the Purchase Order and except as otherwise agreed in writing between the parties shall be the total compensation payable to the Supplier under the compensa Contract.

Unless otherwise agreed in writing by the chaser, the Contract price shall include as appropriate (i) secure and proper packaging acceptable to the Purchaser and (ii) the cost of delivery to the address specified under Clause 4 hereof.

(c) Where the supply of the Goods is subject to the addition of Value Added Tax or other sales tax, the price of the Goods and the amount of Value Added Tax or other sales tax shall be stated separately.

(d) The Purchaser reserves the right to set off any sums in respect of which the Supplier may be indebted or in default to the Purchaser whether or not in ion with the sale or supply of the Good

(e) Unless the Purchase Order otherwise provides, the Supplier shall not invoice the Purchaser until performance of this Contract has been completed.

(I) Unless the Purchase Order otherwise provides, payment of amounts correctly invoiced by the Suppler shall, subject to sub-clauses (d) and (g) of this Clause, be made by the end of the month following the month in which the correctly prepared and adequately supported invoice is received, which shall be the due

(g) No payment made by the Purchaser shall in any (g) No payment made by the Purchaser shall in any way be constructed as acceptance of any of the Goods supplied or work or services performed by the Supplier or any of its sub-contractors and no payment shall in any way impair or restrict any rights or remedies the Purchaser may have under the Contract or otherwise for and in connection with the supply of the Goods and/or the performance of work or services under the Contract by the Supplier or any of its sub-contractor

3. Interest on Late Payments

(a) Where payments are not made by the Purcha accordance with Clause 2 (f) interest may be pa

(b) Subject to Sub-clause (a) late payments from the date the invoice is due for payment to the date when payment is made will be charged at a rate of 1% above the Bank of England base rate.

(a) The Goods shall be securely and properly packed by the Supplier and, if applicable, in accordance with any instructions given by the Purchaser and delivered to the address specified on the Purchase Order (hereinafter called the "Place of Delivery"). The Supplier shall give reasonable notice to the Purchaser of the time of delivery.

(b) It is a condition of the Contract that the Supplier shall, subject to the provisions of Clauses 6, 7 and 16 hereof, deliver the Goods at the date and/or within the time or period stated in the Purchase Order.

(c) Subject to Sub-clause (b) above, the Supplier shall give the Purchaser immediate notice in writing if any delay is foresen-including delabil of the cause of such delay. The parties shall then endencour to find a solution and the Supplier shall stude all reasonable staps to eliminate such delay. The delivery dute(d) shall only be extended to the extent that the Supplier is delayed in the performance of its obligations to supply the Goods ty ore normance of its obligations to supply the Goods ty ore of the following events, the or cheves.

v. a monetauti act, omission, default, breach or other act of prevention by the Purchaser, or (ii) the execution of any change in accordance with Clause 7 of these Conditions; or (iii) the occurrence of a Force Majeure event in accordance with Clause 16(b) of these Conditions.

The Supplier shall mitigate the effects of any delay to the progress of the Goods irrespective of cause.

(d) Provided notice is given in accordance with Sub-clause (c) above, in respect of an allowable event, the Purchaser shall grant such extension of any date or period specified in the Contract as shall, in its opinion, be fair and reasonable.

Lense and control of Functional Technical Technical (e) W those prejudices to any of the Suppliers obligations under the Contract the Supplier and its sub-contractors shall at all times allow persons duly authorised by the Purchaser to enter upon the premises where the Cooks or any purt thread is builty being comied out and shall provide such programmes, schedules, reports and other information as the Purchaser may require to monitor the progress of the Goods and usaitly the Purchase that all practicable measures have been and use being taken to meet the due date and/or time of delivery. (f) Delivery in instalments or separate consign

(e) Any adjustment to the Contract price occasioned by (i) Devery in instaments of separate consignments shall be permitted only with the prior consent in writing of the Purchaser and only in accordance with the terms of such consent, and such permission, if given shall not entitle the Supplier to claim payment prior to delivery of the whole of the Goods, unless otherwise expressly correct in uniform but the Development. (e) Any adjustment to the Contract price occasioned by any variation shall be ascertained and determined a the same level of picing as that stated in the Purchase Order. The Supplier shall within five working days from receipt of the Purchaser's direction and if that direction so instructs prior to proceeding with the required variation advise the Purchaser in writing of its estimate ed in writing by the Purchaser of the amount of any such adjustment to the Contrac

(g) The Purchaser shall have the right to instruct the Supplier to accelerate completion and delivery of the Goods within limits of practicality in order to recover all or part of any delay in respect of which the Supplier would otherwise have been entitled to a revision to the delivery date. The Supplier shall be entitled to a fair and reasonable adjustment to the Contract price in and reasonable adjustment to the Collisian price in respect of any such instruction. Any extension granted under Sub-clause (d) shall take into account all relevant factors including any acceleration instructed by the Purchaser to overcome all or part of any delay.

5. Risk and title

(a) Under no circumstances shall the risk of damage to or loss or destruction of the Goods pass to the Purchaser prior to delivery of the Goods to the Place of Delivery.

(b) Title in the Goods or any part thereof shall pass to (b) Title in the Goods or any part thereof shall pass to the Purchaser O Owner on their being appropriated to the Contract or on delivery of or on payment for the Goods or any such part whichever is the sooner. Any Goods for which the Purchaser has paid but which have not been delivered shall be clearly identified as the property of the Purchaser and stored in safe and suitable conditions and in accordance with any instructions given by the Purchaser

Instructions given by the Purchaser. (c) Vibures the Purchaser of the Oxere for the purposes of the Contract issues materials or other items fee of charge to the Suppler, such materials and other items shall be and remain the popenty of the Purchaser or the Oxere as the acces may be and shall be used by the Suppler solely in contraction with the Contract. From receipt there of the Suppler rollings the Purchaser in writing to the contrary setting out appropriate details, be determed to Suppler rollings the Purchaser in writing to the contrary setting out appropriate details, be determed to have satisfiest separations the subscription of the Contract setting out appropriate details, be determed to have satisfiest separation of and condition on the quantities specified in the Contract. The Suppler shall thereafter be responsible for and accountation of the quantities specified in the contract of the subscription of any loss of of damage thereto (including without limitation any wastes incorporating the said materials and/or other tems is effected in accountations with Clause of hereed and marks and condition and the subscription of the subscription of the contract. effected in accordance with Clause 4 hereof and any effected in accordance with Clause 4 hered and any scrap or surplus arising from free-issue materials and/or other items as the Purchaser may at its option have decided and instructed the Supplier is/are (i) safely delivered with the Goods as aforesaid or (ii) sold by the Supplier by competitive tender and the amount so obtained paid or credited to the Purchaser.

6. Storage

also to prevent delay caused by any work which may be necessary to meet the Purchaser's requirements. The cost of any such work shall be borne by the Supplier. (a) The Purchaser shall store the Goods at the Place of Delivery in accordance with such atorage requirements as included in the Contract. Where the equirements as included in the Contract. Where the Goods then the Suppler warrants that the Goods may be stored without deterioration in the open on the ground whilst in the condition general to the Place of Delivery. (c) For the purpose of satisfying the Purchaser that the obligations contained herein are being observed, the Supplier and its sub-contractors shift all all times allow persons duly authorised by the Purchaser to make any impections or tests which the Purchaser may reque and/or writes any respections or tests carried out by the Suppler purpose of the Suppler purpose and a shift to the Purchaser all reasonable the Durchaser updes specifieds.

(b) If the Purchaser is not able to accept delivery of the Goods on the due date: the Supplier shall at its own risk, (but subject to (i) the supplet shall at its own tak (but subject to reimbursement as provided in Sub-dause (iii) of this Clause) if the Purchaser so requests, store the Goods at suitable premises, advising the Purchaser beforehand of the particulars of such proposed

storage. (ii) Unless notified otherwise by the Purchaser in writing, the Supplier shall insure the Goods for their full writing, the Supplier shall insure the Goods for their i replacement value on "all risks" terms acceptable the Purchaser in the joint names of the Supplier a the Purchaser and shall notify the Purchaser of su

fiii) Subject to receiving a certificate of insurance in a acceptable to the Purchaser, the Purchaser sha burse the Supplier in respect of all reasonable storage charges and insurance premiums so incurred

7. Variations

(a) The Supplier shall not make any variations in the design, materials or method of manufacture of the Goods, nor substitute other parts or filments for any proprietary or special parts or filments ordered by the Purchaser without the prior written consent of the Purchaser

(b) If the Purchaser refuses its consent under Sub-clause (a) above, and the Supplier is for any reason unable to perform the Contract without making the variation or substitution as requested the Purchaser may terminate the Contract, or any part thereof, in accordance with the provisions of Clause 13(b)(i) hereof.

(c) Where the Contract or any part thereof is terminated under Sub-clause (b) above, any payments already

made by the Purchaser shall be returned to the Purchaser. (b) In addition to its remedies under Sub-clause (a) above the Purchaser shall be indemnified by the Supplier against all loss, damages, costs, charges, expenses or claims (including without limitation any claims by third parties) arising by reason of any failure of the Goods to comply with Clause 8(a) or any other terms of these Conditions whether express or implied (d) The Purchaser shal have the right, at any time during the performance of the Contract, by notice in wrining to direct the Suppler to add to or onit, or otherwise vary the Goods (including without limitation any required changes in any drawing, specifications, instructions or directions) and the Suppler shall carry out such variations and be bound by the same terms and conditions so far as applicable, as though the said variations were stated in the Contract. terms or mese Conditions whether express or implied by statute, common law, custom or otherwise or by reason of any act or omission of the Supplier, its servants, agents or sub-contractors in the performance of the Contract.

(c) Where the Purchaser requires the Supplier to rectily a detect: (i) the cost of collecting the Goods from and Supplier; (i) the cost of any additional inspection testing of the replaced or repaired Goods and the cost any further inspection or testing of other Goods as may be reasonably required by the Purchaser having due regard to the nature of the detect found in the set reasonably magning the purchaser having the response to the nature of the detect found in the set regard to the nature of the detect found in the set of the nature of the detect found in the set of the detec Goods being replaced or repaired shall be borne by the Supplier, and (iii) the Supplier shall pay to the Purchaser a sum equal to the cost of any additional insurance considered necessary by the Purchaser. (I) II, in the opinion of the Suppler any such direction is likely to prevent the Suppler from fulfilling any of its obligations under the Contract, the Suppler shall within theretoo is on only the Purchaser and the Purchaser shall decide whether or not the same shall be carried out and shall confirm its direction in writing and modify the said obligations to such an extent as in the Purchaser's opinion may be justified. Until the Purchaser's opinion may be justified. Until the Purchaser's opinion may be justified. Until the Purchaser's opinion provides the said obligations they shall be carried as the said begins the said obligations they shall be said obligations they shall be purchaser's opinion may be justified. Until the Purchaser's opinion may be justified.

(d) Any inspection, test, checking or approval by or on (d) Any inspection, test, checking or approval by us up behalf of the Purchaser (or any failure to inspect, test, check, approve or make any complaint to the Supplier), shal in no even be construed as acceptance of any of the Supplier or work or services performed by the Supplier or any of its sub-contractors and shall in no way relieve the Supplier from any obligation or Eshibu under the Contract or othe

10. Assignment and sub-contracting

deemed not to have been given. If the Supplier fails to notify the Purchaser as aforesaid then the Supplier

shall forfeit any right to modification of any of its obligations under the Contract by reason of or in connection with the aforementioned Purchaser's direction.

(g) Variations shall be confirmed by amendment to the

Purchase Order, signed by or on behalf of the Purchaser and issued to the Supplier.

(h) The Supplier shall be deemed to have full knowledge and to have made full allowance in respect of all matters whatsoever (including without limitation any local conditions) that may be relevant to the proper

any occar conclusion has may be network to use proper performance of its obligations under the Contract. The Supplier shall in no event be entitled to any additional compensation or any modification to any of its boligations under the Contract by reason of or in connection with any failure on its part under this Sub-

the Purchaser's requirements in order to comply with the obligations contained in Sub-clause (a) above and

the Purchaser unless specifically agreed in writing t

(d) The Supplier shall operate a quality management system that either meets the requirements or is certified as meeting the requirements of BE EN ISO 9001 or other equivalent standards.

(a) II, on inspection or test, (whether at any time prior to a sine devicery) in manufacture or use, any Good or the second second second second second second and the second second second second second second damaged in transit, the Purchaser may, at its option, or legical the white or may part of the Social is white one of the second second second second second refurded to the Purchaser or (i) require the Supplera at the own cost after to replace the Good or to readly any defect or (ii) understation or procume at the site and or the restification of any defect. Warrantes, and or the restification of any defect. Warrantes, and

expense of the supplier the replacement of the sub-or the rectilication of any defect. Warranties and guarantees (Clause 8(a)) shall in respect of goods replaced and rectified as aforesaid be renewed from the dates it replaced or rectified goods are put into use by the owner.

clause 7(b)

8. Quality

the contrary

9. Defects

(a) The Supplier shall not sub-contract or assign the whole or any part of the Contract or the benefit the whole of any part or the Contract or the Centers userses without the written consent of the Purchaser. Any consent given by the Purchaser under the foregoing provisions of this Sub-clause shall not relieve the Supplier from any obligation or liability under the

(b) W hen the Purchaser has consented to the placing (b) When the Purchaser has consented to the plac of sub-contracts unpriced copies of each sub-control or sub-order shall be sent to the Purchaser immediately they are issued unless the Purchaser I specifically requested or approved in writing otherwise

(c) The Purchaser shall without consent from the (c) The Purchaser shall without consent from the Supplier have the right to assign the whole or any part of the Contract or the benefit or burden thereof to any of its parent, subsidiary or associated companies and, with the Supplier's written consent, which shall not be unreasonably withheld, to any other

11. Health and safety

(a) (i) All Goods (including naw materials and unlinehed goods) shall be provided and/or made in a shall, on delivery to the Partbase, but di satisfaction delivery to the Partbase, but di satisfaction 1973, as anondes, lor on yuppose had do all by the Supplier or made known to the Suppler by the Supplier or made known to the Suppler by the Supplier or made known to the Suppler by the Supplier or made known to the Suppler by the Supplier or made known to the Suppler by the Supplier or made known to the Suppler by the Supplier or made known to the Suppler by the Supplier or made known to the Suppler by the Supplier or made known to the Suppler by the Supplier or made known to the Suppler by the Supplier by the Suppler by the Suppler by the Supplier by the Suppler by the Suppler by the Supplier by the Suppler by the Suppler by the Supplier by (a) The attention of the Supplier is drawn to the obligations imposed by the Health and Safety at Work etc. Act 1974, and the Control of Substances Hazardous to Health 2002 (COSHH) on designers manufacturers, importers, suppliers, erectors and installers of attrictes and substances for use at work to warranties or representations given or made on behal of the Supplier or implied at law. For the avoidance o installers of articles and substances for use at work to ensure, so far as is reasonably practicable, that such articles and substances are so designed, constructed or installed to be safe and without risks to health at all times when they are being set, used, cleaned, maintained, handled, processed, stored or doubt any express warranty or guarantee given by the Supplier shall extend to parts and labour. (b) The Supplier shall satisfy itself that it understand

ransported. ansported. b) Where by reason of its obligations under the said (b) Where by reason of its obligations under the said thereof or otherwise any modification or re-exactment thereof or otherwise the Suppler has carried out or annuable for the comping out of testing and purpose of ensuing that they are self- and without solution to the the times mentioned above, the Supplers shall provide the Purchaser where summitters or, in detaul thered, certificates issued by downments of indust thered, certificate issued by downments on proved satisfactory.

(c) Without prejudice to the obligation contained (c) windu peptitice to the outgation contained in Sub-clause (b) above, on or before delivery of the Goods to the Purchaser, the Supplier shall provide to the Purchaser in connection with the Goods information about the use for which such Goods have been designed and tested, and about any conditions necessary to ensure that when installed, commissioned and put to use the Goods will be safe and without risks to health

(e) Without prejudice to the provisions of Sub-clause (c) of this Clause, the Supplier shall at its own expense carry out such inspections and tests of the Goods as may be required for the purposes of ensuring that the (d) Nothing contained in the foregoing provisions of this Clause shall be construed as releving the Suppler or is any way detuning from any obligation or liability the Work etc. Act 1974 or any modification or re-encoment thereof, or under any other statute, statutory instrument or regulation applicable to the Goods and the use thereof. Goods are (i) safe and without risks to health when properly used and (ii) in full compliance with the Contract.

The use heneod: (a) Without prejudice to the generality of the foregoing in the event that the Suppler is required to supply personnel to perform any service of whatsoever rates of the site or a leading of the the Suppler's persenses absolutely that all such personnel shall be in a good and sufficient state of health so as to perform such services without hazard to offers the supplementation of the site of the suppler of supplementation of the site of the suppler of supplementation of the site of the suppler of supplementation of the supplementation of the suppler requires the supplementation of the suppler of supplementation of the supplementation of the suppler requires the supplementation of the suppler of the suppler requires the supplementation of the suppler of the suppler requires a substance of substances where the requires a substance of substances heardows to Health Regulation 2010 Cortrol of Substances heardows to health Regulation 2010 Corte of Substances heardows to health Regulation 2010 Cortrol of Substances heardows to headth Regulation 2010 Cortrol of Substances h

Health Regulations 2002 (or any amendment thereto), the Supplier shall supply full details both of such product and such substance in duplicate forthwith.

In supplying such details the Supplier will include in relation to both the product and the substance, without limitation, details of any assessment or monitoring which has been carried out and any data concerned with information or training.

The Supplier shall in addition supply promptly, but no later than seven days following the Purchaser's written request, any other supporting documentation or information relating to the product which the Purchaser may reasonably request. In considering whether any product contains a substance which falls within the above Regulations, the Suppler shall include any substance which may be comprised in the product and which may be released either by cuting, grinding, spreading or burning the product or by mixing or using the product with other products or by any other means.

12. Suspension

The Purchaser shall, by notice in writing to the The Purchaser shall, by notice in writing to the supplier, be entited to assuped the Cortrato care any performance of any of its obligations under the Contract by any suppretion cortex (where the suspension order given by reason of the Supplier's own breach of the Contract) then any additional cost on Supplier as a result of such order shall be added to the Contract by any the Purchaser, however, shall in no event be liable to the Supplier for any loss of profit, loss of use or loss of tanding revenue, whether artinging the supplier for any loss of profit, loss of use or loss of tanding revenue. ection with or as a result of such suspension o

13. Termination of the Contract

otherwise.

(a) In addition and without prejudice to the Purchaser's right to terminate the Contract or any part thereof under any other provision in these Conditions, the Purchaser shall have the right at its sole discretion to terminate the Contract or any part thereof at any time prior to discharge of the Contract by performance by a notice in writing to the Supplier under this Sub-clau

notes in writing to the Suppler under this Sub-clause. (b) The Puckaser shall have the eight to terminate the Cortract or any part thereof forthwith; (i) if the Supplier shall be in based of any of the obligations set out in these Conditions or in the Puchase Order and (if the semandia such breach to the complete satisfaction of the Puchaser within seven days (or within such honger period as the Puchaser may hims agreed in writing), after nodice thereof in writing or (ii) in the event that the banknice, to cronous any analy argued in the suppleter with its creditors, or commits any and of banknicky, or functional structures of the suppleter of the suppleter with its creditors, or commits any and of banknicky, or subserved, or take necesive and/or manager appointed observed. The suppleter of the suppleter of the suppleter observed, or has a necesive and/or manager appointed.

(c) Termination of this Contract or any part thereof for any reason shall be without prejudice to the rights and remedies of either party hereto accrued up to and including the date of such termination.

(d) Unless the Purchaser's termination notice otherwise provides, upon receipt of such notice the Supplier shall promptly cease any further work (except on any part not terminated by the Purchaser) and shall instruct its sub-contractors al my, to similarly do so, and shall comply with all reasonable instructions from the Purchaser in regard to termination.

Purchaser in negatio to termination. (e) The Suppler benefys agrees that notwithstanding anything contained elsewhere in the Contract to the contrary, whether spressive or by implication, the Suppler's sole remedy in the event of termination payment from the Purchaser of (i) such part of the Contract price as represents the value of Goods (if any) completed, delivered and accepted in accedance with the Contract price as represents the value of Goods (if any) completed, delivered and accepted in accedance with the Contract price is and any of the contract of any diverse received under the Contract (i) any divert costs and appler in completed, delivery with the provision of all-datase the Purchaser or (ii) in lies (ii) (iii) and (iii) such and final settlement. The Purchaser, however, shall in no roos of use on teo it tanding more hybride many, whether satisfies on connection with or as a result of such termination or cheviewice)

14. Patents and Copyrights

otherwise.

14. Fragents and Copyrights
(a) The Suppler warrares that the supply by the Supplier and the use by the Purchaser or Owner or any other user of the Goods does ont and will not infrang-whether in the Goods does ont and will not infrang-whether in the Good does ont and the Supplier shall indemly the Purchaser and the Owner against all dams, losses, demands, damages, penaltes, costs, expenses or labeling anding as result of the breach of this warrarby by the Supplier (including legal fees and other outs) dedening an action).

(b) The Supplier shall grant a fully-paid, non-exclusive

(b) the Supplier shall grant a fully-paid, non-exclusive, royally-free, perpetual, transferable, invocable light and license to Purchaser and the Owner to use for the purposes of the Works any and all intellectual property rights including software, models, designs, drawings, documents, and inventions of Supplier in connection with the Goods

15. Confidentiality

Any items provided to the Supplier by the Purcl r the Owner (including without prejudice to

generality of the foregoing, specifications, plans, drawings, designs, samples, patterns, dies, moulds, gauges, equipment, material and computer programmes, whether by way of free size or not) for use in connection with the Contract, whether for ation in the Goods or not, shall be and re incorporation in the Goods or not, shall be and remain the property of the Purchaser or the Owner, as the case may be, and the Suppler shall (i) bear the risk of loss of or damage to such items and be generally responsible and accountable to the Purchaser therefor in accordance with Clause 5(c) here(c) (i) aff x and keep affixed a clear sign upon each such item indicating that is the property of the Purchaser of the property of the Owner, as the case may be; (ii) not without the Purchaser', origin writhout consent use or (a) The Supplier shall at its own expense effect and maintain throughout the performance of the Contract (i) such insurances as the Supplier may be required to effect and maintain by law; (ii) "all insk" insurance for property of the Owner, is the case may be; (i) not which the Purchaster's prior within construtus or allow the use of any such terms for any purpose whatsoever, don't than the supply of the Goods and Contract (i) not within the Purchaster's prior within constraint (in not withing the Purchaster's prior within term or information relating thereto to any person whatsoever some of allow the disclosure of any such item or information relating thereto to any person whatsoever some of the displastion overal to the Purchaster performance of the displastion overal to the Purchaster of the Dupple under the Contract, and (i) of any Contract, or earlier at the Purchaster's regular, telum to the Purchaster at south items. effect and maintain by two (6) "34 this's musines for the bill registerment value of the Goods and other terms when they mentionally the Stacks of a section that they mentionally the Stacks of a section of thick parties of too of chargings both sharp topoperty for an around of not less than 510,000,000, any one counteres, unimited in the apgragate, and (6) musuable obligations under the Cortrane (including m pruchar the obligations under these and dgs and pulsate and competent person entering into the Cortranset would effect and maintain.

Contract, or earlier at the Purchaser's request, neuro to the Purchaser at auchitems. (b) The foregoing restrictions shall not apply to any information discioned by Purchaser or the Owner to the Supplier which; (i) is on later becomes public paragraph; or (ii) is in the Supplier proves the public paragraph; or (ii) is in the Supplier from a third party haiving the Lif applit to disclose; or (iv) is independently received by the Supplier from a third party haiving the Lif applit to disclose; or (iv) is required proceedings and the Supplier applies prior withen noise to the Purchaser of its obligation to disclose. (b) The Supplier shall provide the Purchaser upon 21. No waivers No failure on the part of the Purchaser at any time of No failure on the part of the Purchaser at any time or from time to time to enforce or to require the strict adherence and performance of any off the terms, constitute a waker of such terms. Conditions or provisions and/or affect or impair such terms, Conditions or provisions in any way or the right of the Purchaser at any time to avail itself of such remoties at it may have for seach and every breach of such start may have for seach and every breach of such

(c) The Supplier shall not publish any information in connection with the Works, or the Contract, or the Goods supplied or to be supplied hereunder without the prior written consent of the Purchaser.

16. Force Maieure

(a) If either party is prevented or hindered from carrying out its obligations hereunder by Force Majeure (a defined in Sub-clause (b) of this Clause), then the performance of such obligations shall be suspended for such time as the Force Majeure circumstances last and the party affected shall not be lable for any loss or and the party affected shall not be liable for any loss or damage caused to the other by the delay, but shall however resume performance of the suspended obligations as soon as the Force Majeure circumstances cease to exist unless the Contract has prior thereto been terminated by the Purchase pursuant to Sub-clause (c) of this Clause.

(b) "Force Majeure" shall, for the purpose of this Contract mean any circumstances which were not reasonably foreseeable and which were beyond the control of the Purchaser or the Supplier or the Control to the Policitation of the Soppler of the Supplier's sub-contractors and which by the exercise of reasonable diagence the Purchaser or the Supplier or the Supplier's sub-contractors would have been unable to prevent or provide against and shall in any event be limited sciely to Act of God or the Public Enemy, war, rebellion, civil distutbance, compliance with any order, act or regulation of any government of government agency.

(c) In the case of Force Majaura extending her (c) in the case of Force Majeure extending beyond a reasonable time (which term for the purposes of this Contract shall in any event include any period in excess of sixty days) the Purchaser may by notice in writing to the Supplier terminate the Contract, with no investing to the Supplier terminate the Contract, with no interview. liability on either party for loss or damage thereby

17. Labelling and instructions (a) The Supplier warrants that the design, construction, quality, packaging and labelling of the Goods shall comply in all respects with any requirements of any statute, order or other instrument having the force of law, which may be in force at the times when the Goods are supplied.

(b) All marking and labelling of the Goods (i) nece to ensure safe and proper handling, processing, storage and transport and (ii) as particularly required by the Purchaser shall be carried out by the Supplier (c) Hazardous goods must have prominent warnings in English and any other language as may be specified in the Purchase Order and/or are required to comply with applicable laws on all packing and documents.

18. Liens and claims

The Supplier shall indemnify and hold the Purchaser and the Owner harmless from all liens and other encumbrances against the Goods or any property belonging to or in the possession of the Purchaser or the Owner on account of debts or claims alleged to be due from the Supplier or its sub-contractors

person, including sub-contractors, and on behalf of the Purchaser or the Owner and in the Purchaser's or the Owner's name, as the case may be, shall defend at its own expense any claim or litigation in connection herewith and shall follow any reasonable instruction ssued by the Purchaser or the Owner in connection

19. Late delivery

If the Goods or any part thereof are not delivered by the due date and/or time, the Purchaser may at its option and without prejudice to any other rights or emedies it may have either

(a) refuse to take delivery of or reject the Goods or any part thereof as it may choose, and the Purchaser shall have no liability for the payment thereof, or,

(d) The Supplier shall obtain equivalent rights of au to those specified above from all sub-contractors a shall cause such rights to extend to the Purchaser. (e) The Purchaser and the Supplier shall keep all documents and data, including that which is stored on computers, related to this Contract for a period of six (6) years after the date of completion of the Works.

(b) take delivery of and subject to Clause 9 hereof keep the Goods or any part thereof as it may choose, in which event the Suppler shall pay to the Purchaser such Liquidated Damages, if any, as may be specified in the Purchase Order or if no Liquidated Damages are specified in the Purchase Order, such sum as the Purchaser may claim for any costs, losses, da and expenses suffered or incurred by the Purchaser a result of or in connection with such late delivery.

20. Insurance

terms. Conditions or provision:

22. Ethical conduct

26. Export Control Compliance

(a) The Suppler acknowledges that certain portions of the Goods, including without limitation, technology, goods, software, services, or commodities provided under the Purchase Order, may be subject to laws or regulations restricting their export, re-export, transfer, or release to certain governments, legal entities, or individuals or certain destinations.

The Purchaser shall make available to the Supplie

The Packase states in linke evaluate to the 3-dynamic to the 3-dynamic such assistance in unloading as has been included in the Contract and is confirmed by the Suppler to the Purchaser in writing seven days prior to delivery of the Goods. The Goods shall not be treated as having been delivered to the Place of Delivery until they are safely unloaded and accepted by the Purchaser.

(b) With respect to any export, re-export, transfer, or release of any such items otherwise permitted under the Purchase Order to personnel of Suppier or Purchaser or to third parties, Suppier will comply with, and shall cause its sub-contractors to comply, with all applicable export controls laws and regulations.

27. Third Party Rights

request with details of all insurance cover for the time being held by it in relation to the Goods and the Supplier's obligations under the Contract. No provision of this Agreement is intended to or does confer upon any third party any benefit or right enforceable at the option of that third party or any liability whatsoever on any third party

25. Unloading

28. Entirety of Agreement

The express terms of this Contract shall constitute the entire agreement between the Supplier and the Purchaser on the subject matter hered and shall cancel and supersede all prior written or oral representations or understandings between the Supplier and the Purchaser other than as expressly included in the Contract. 29. Legal construction

This Contract, and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or monocontractual in nature, such as claims in tori, breach of statute or regulation, or dinetwise) shall be governed by and constructed intervocably and unconditionally accept the exclusive jurisdiction of the coarts of England. The language of this Contract english.

30. Surviving Clauses

aligned to the Code. Together thisy ensure that the Purchaser's supply chars plays an active role in helping actives the visco. Methews in a vary vicinity subscription of the statement of the statement subscription of the statement of the statement to the statement of the statement subscription of the statement of the statement of the statement and and and active All provisions necessarily requiring survival beyond completion or earlier termination of the Contract including but not limited to those relating to Quality (Clause 8), Defects (Clause 9), Patents and Copyrights (Clause 14), Confidentiality (Clause 15), Liens and (Clause 14), Confidentiality (Clause 15), Lieré and claims (Clause 18), Ethical Conduct (Clause 22), Audit (Clause 24), Export Control Compliance (Clause 26) and this Clause 30 shall remain in effect novihithstanding any discharge by performance, termination or suspension of this Contract, howsoever arising. ct/). The Supplier undertakes to promptly (and in any event within 7 days) notify the Purchaser of any alleged potential, suspected or actual breach(es) of the law, the Code or Supply Chain Code via the Supply

Chain Management page on the SES web (http://www.ses-offchore.com/supply.chain.code.of.conduct()_and (http://www.ses-offshore.com/supply_chain_code_of_conduct/) and to act in such a way as to uphold the Purchaser's good name and reputation and not to do or attempt to do any sct or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the Purchaser

The Purchaser's Code of Business Conduct (Code) is a set of principles to guide it and those who work on its behall and under its direction in the conduct of their day-to-day business. The Purchaser's Supply Chair

Code of Business Conduct (Supply Chain Code) is aligned to the Code. Together they ensure that the

23. Conditio

24. Audit

Supplier

No servant or agent of the Purchaser has any authority to agree to any variation of or addition to these to agree to any variation of or addition to these Conditions, unless such variation or addition is expressed in writing and specifically agreed and signed on behalf of the Purchases by a director or other person duly authorised by the Purchases. Subject to the foregoing provisions of this Cause, nothing contained in any document issued by the Suppler (irrespective) durathers same to intered to in the Purchase Order) shall in any way modify or vary these Conditions. Condition

Let near a set of the supply of Goods and for a period mong six (6) years after competitor, the purchase or is do situational engreentative shall have the right to audit at all reasonable times and, apon (including data toted or competence). Bodo, personnal records, accounts, correspondence, bodo, personnal on the Postane Order under which the Suppler to the suppler to the suppler base obligations the performance of which is capable to they wrefeld by wrefeld by wrefeld by wrefeld by setting and the suppler base obligations that and accounts of the suppler base obligations that accounts of the suppler base obligations that accounts obligat

performance of which is capable of being verified by

(b) In this respect the Purchaser shall not generally be entitled to investigate the makeup of rates and lump sums included in the Purchase Order except to the extent necessary for the proper evaluation of any

(c) The Supplier shall co-operate fully with the Purchaser and/or its representatives in the carrying out of any audit required by the Purchaser. The Purchaser shall conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the