

## 1. Definitions

1. Unless the context otherwise requires or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in these Conditions, shall have the meanings stated or referred to below:

- "Conditions" – the terms and conditions set out herein
- "Order" – the contract made between the Seller and the Purchaser
- "Price" – the price agreed between the Seller and the Purchaser for the goods or services that form the subject of the Order
- "Purchase Order" – the Purchaser's signed purchase order for the goods or services that form the subject of the Order
- "Purchaser" – the Pipex PX® group company to whom the seller is providing the goods or services that form the subject of the Order
- "Seller" – the person providing the goods or services that form the subject of the Order

## 2. Formation of Contract

1. No addition, alteration or substitution of these Conditions or variation to the goods and services to be provided pursuant to the Order shall bind us or form part of the Order unless they are expressly accepted in writing by a director of the Purchaser or a person previously authorised to sign on behalf of the Purchaser, the identity of such person having been notified in writing to the Seller.

2. Should the Seller dispatch goods or perform any work whatsoever in connection with the Order without a Purchase Order, such performance shall be subject to these Conditions and shall be deemed to be an acceptance of these Conditions by the Seller. Any terms and conditions other than these Conditions will not be valid unless agreed in accordance with clause 2.1.

3. If the goods or services the subject of this Order are to be used in carrying out or otherwise in connection with another contract specified in the Purchase Order, this Order shall be subject to the terms of such specified contract insofar as the same are applicable and do not conflict with these Conditions. Details of the terms of any specified contract will be supplied to the Seller by the Purchaser on request but the Seller will be deemed to have accepted the same as part of the terms of this Order, whether such request has been made by the Seller or not.

4. Nothing in these Conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which the Purchaser may be entitled, in relation to the goods or services the subject of this Order, by virtue of any statute or custom or any general law or local law or regulations.

5. The Purchaser has the right to make reasonable variations to the order with prices the same as for any changes of quantities. The price for any variations for work not previously priced is to be fully supported with substantiated calculations.

## 3. Delivery

1. In regard to performance of this Order by the Seller time is of the essence. The goods and / or services performed shall be delivered on the date and at the place stated in the Purchase Order and in accordance with the instructions specified in the Purchase Order, during normal business hours unless previously arranged or stated otherwise.

2. If, instead of a date for delivery, a period for delivery is specified in the Purchase Order, the period for delivery shall commence with the date upon which the Seller receives the Purchaser Order, either by facsimile, email or post.

3. If as a result of any failure to deliver the goods or perform the services in accordance with condition 3.1 or 3.2, for whatever reason (subject to condition 3.6), the Purchaser incurs additional cost and expense, howsoever arising, the Purchaser will be entitled to recover from the Seller or set off and deduct from any sums owing to the Seller under this Order or any other order current between the Purchaser and the Seller at that time, at the Purchaser's option, subject always to the provisions of condition 12.2, the amount of any such additional cost and expense.

4. The Seller will indemnify the Purchaser against any damage or loss sustained in delivery of the goods.

5. The Seller will bear all delivery and packaging charges.

6. If for any reason, delivery of the goods cannot be effected on/or after the agreed delivery date, the Seller will store the goods, safeguard them and take all reasonable steps to prevent their deterioration until delivery. In cases where condition 12.1 does not apply, the Purchaser shall be obliged to pay the Seller in accordance with the terms specified in condition 7 upon delivery of the goods to storage and (where such storage exceeds 60 days) the Purchaser shall reimburse the Seller's reasonable expenses (including insurance) of such storage. The Purchaser will not be obliged to pay the Seller any costs arising from failure to meet the agreed delivery date in the event the said failure was a consequence of actions other than those of the Purchaser.

## 4. Specifications, Quality Tests, Rejection

1. The goods and services must conform in all respects with the drawings, specifications and other requirements or descriptions stated and, in the case of services the Seller shall carry out and complete (where you are responsible for this) the design and installation / construction of the services in a proper and workmanlike manner in compliance with this Order and any drawings, specifications and other requirements or descriptions stated in this Order. The Seller shall be responsible for any design of the services which has already been carried out whether by the Seller or a third party. All goods must be of highest quality new materials (unless specified otherwise), workmanship and design, and shall in all respects be equal or better than relevant samples, previous supplies, or patterns (if any) provided by or accepted by the Purchaser.

2. All of the goods or services must pass the acceptance tests of the Purchaser's Site or Works inspector/supervisor (if applicable). The Purchaser shall be entitled to reject all goods or services provided which do not conform completely in every respect with the terms of this Order and in particular (but without prejudice to the generality of the foregoing) conditions 4.1 and 4.5. Furthermore, if by the nature of the goods or the services performed, any defects therein or any failure thereof to conform as aforesaid does not or would not become apparent (despite the carrying out of any examination and/or such tests) until after use the Purchaser may reject the same even after a reasonable period of use. In the case of goods the Purchaser may exercise the aforesaid right of rejection notwithstanding any provision contained in ss.11 and 15a(1) or 35 of the Sale of Goods Act 1979, but subject to s.30(2A) of that Act.

3. Any goods or services rejected under Condition 4.2 must at the Purchaser's request be replaced, by the Seller at the Seller's expense; alternatively the Purchaser may elect (at its option) to cancel this Order as provided in Condition 12.2 in respect of the goods or services in question and of the whole of the undelivered balance (if any) of the goods or services covered by this Order. All rejected goods will be returned to the Seller at the Seller's expense.

4. The Purchaser's signature, given on any delivery note (if applicable), or other documentation (if applicable), presented for signature in connection with delivery of the goods or services, is evidence only of the number of packages received. In particular, it is not evidence that the correct quantity or number of goods or services has been delivered or that the goods or services delivered are in good condition or of the correct quality.

5. The Seller shall not substitute anything described in the Order without the Purchaser's prior written consent, such consent not to be unreasonably delayed or withheld. No such consent will relieve the Seller of any other obligations it has in connection with this Order.

6. The Seller will ensure that in all respects (except by way of design or specification where we have supplied the same) the goods or services comply with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law, and comply with any relevant standards, best practices and ISO 9001 or equivalent.

7. All goods and services provided pursuant to the Order shall be fit for the purpose or purposes stated by the Purchaser or for the generally accepted purpose if none stated and shall conform to all

relevant samples, material, specifications and other information and documents provided by the Purchaser to the Seller in connection with the Order.

### 5. Property and Risk

1. Title in the goods will pass to the Purchaser on delivery. If the goods are being delivered to a third party, title will pass to the Purchaser on delivery to the third party.
2. If the goods are delivered to and received by the Purchaser or to a third party, such passing of property and risk shall be without prejudice to any right of rejection arising under these Conditions, in particular (but without prejudice to the generality of the foregoing) under Conditions 4.1 – 4.6 inclusive.

### 6. Training and documentation

1. The Seller will ensure that all illustrations, drawings, specifications, tolerances, particulars of weights and measurements and instruction manuals are provided at no additional cost with the goods or services at the time of delivery in order that this documentation may be used by the Purchaser (if applicable) in the training of site operatives and any other relevant personnel in the installation/erection, use, maintenance and safety procedures of the goods or services.
2. The Seller will ensure that the documentation is accurate and contains all the relevant information necessary for the Purchaser to comply with its training obligations as outlined in Condition 6.1.
3. The Seller will indemnify the Purchaser against all loss, actions, claims, demands, expenses and liabilities whatsoever (if any) for any defects, inaccuracies, omissions, or errors whatsoever in relation to the documentation in Condition 6.1.
4. The Seller will supply all necessary or relevant certificates at no additional cost including but not limited to test certificates, certificates of origin, material certificates, signed day work sheets and completion certificates.

### 7. Prices and Payment

1. For goods or services supplied only, payment will be made within sixty days of the end of the month in which the Seller discharges all its obligations in connection with the Order. A valid and correct invoice will be required by the Purchaser within 7 days of completion before any payment is made. Any invoice not received within 3 months of the supply of goods or services will not be accepted.
2. Where so stated on the Purchase Order, for goods or services supplied by the Seller and incorporated, installed or erected by the Purchaser in other goods or property the Purchaser shall make interim progress payments to the Seller as the Purchaser's works of incorporation, installation or erection progress, subject to our receipt of such payment except in circumstances where such condition is unlawful.
3. Where the Purchaser has a dispute or claim against the Seller the Purchaser may withhold payments to the value of the dispute or claim.
4. Prices quoted must include any surcharges of any type. Surcharges in addition to the price on the purchase order will not be accepted.

### 8. Intellectual Property Rights etc.

1. The Seller warrants that neither the sale nor the use of the goods nor the performance of the work will infringe any British or foreign patent, trade mark, registered design, or other intellectual property rights whether or not similar to any of the foregoing.
2. The Seller shall indemnify the Purchaser against all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as aforesaid in Condition 8.1, and at the Seller's expense will defend or (at the Purchaser's option) assist in the defence of any proceedings which may be brought in that connection, provided that the Seller shall be under no liability under Condition 8.1 or this Condition in respect of any infringement as aforesaid occasioned by use of a design or specification supplied to the Seller by the Purchaser.
3. No goods or services covered by this Order shall be manufactured, sold or disposed by the Seller in violation of any

right whatsoever of third parties, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trade mark or similar right, or any charge, mortgage or lien, provided that the Seller shall be under no liability under this Condition in respect of a violation as aforesaid occasioned by use of a design or specification supplied to the Seller by the Purchaser.

4. Without prejudice to the Purchaser's other rights set out in clause 8, the Purchaser shall have an irrevocable royalty free licence to use and reproduce all designs and other information and documents in or provided in connection with the goods and services supplied by the Seller in connection with this Order for any purpose whatsoever connected with this Order or the subsequent use and maintenance of any of the goods and services supplied.

### 9. Third Party Rights

1. It is not intended that any provision of this Order confers or purports to confer any right to enforce any of its terms on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
2. The parties may, by agreement, rescind or vary this Order without the consent of any third party to whom the right of enforcement of any of its terms has been expressly provided.

### 10. Indemnities, Third Party Liabilities

1. The Seller shall indemnify the Purchaser against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Purchaser may incur either at Common Law or by Statute in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of the Purchaser or of any person for whom the Purchaser is responsible) which shall have occurred in connection with any work executed by the Seller or shall be alleged to be attributable to some defect in the goods or the services.
2. The Seller will indemnify the Purchaser against any and all losses, costs, expenses and liabilities caused to the Purchaser whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by the Seller of these conditions or of any terms or obligations on the Seller's part applied by the Sales of Goods Act 1979, by the Supply of Goods and Services Act 1982 or by any other statute or statutory provision relevant to the Order or to goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of the Purchaser's rights under Condition 4.3.
3. The Seller shall indemnify the Purchaser against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Purchaser may incur due to the Seller's failure to meet the requirements of this order including but not limited to late delivery.
4. Whenever any sum of money is recoverable from or payable by the Seller to the Purchaser as a result of the operation of any of these conditions or any breach by the Seller of the same, such sum may be deducted by the Purchaser from any sum then due or which at any time thereafter may become due to the Seller under this Order and any other trade or transaction placed or entered into by the Purchaser with the Seller.

### 11. Assignment and Sub-Contracting

1. The Seller may not assign or transfer this Order or part thereof to any other person without the Purchaser's written consent.
2. The Seller may not, without the Purchaser's written consent, subcontract this Order or part thereof, other than for materials, minor details, or for any part of the goods or services in respect of which the makers are specified on the Purchase Order.

### 12. Cancellation

1. The Purchaser may cancel the whole or any part of this Order or any consignment on account thereof, if the same is not completed in all respects in accordance with the instructions and specifications stated in the Order, or the Purchaser reasonably believes that the Seller will be unable to meet the requirements of the Order or meet the foregoing conditions, in particular (but

without prejudice to the generality of the foregoing) Conditions 3.1, 4.1 and 4.6 compliance with which by the Seller is fundamental or the Seller is in any breach of the terms of this order. In the event of the Purchaser cancelling this Order as to all or any of the goods covered thereby it shall be entitled to purchase from a third party a like quantity of goods of similar description and quality, or a reasonable alternative thereto, bearing in mind its need to take delivery of the goods by the date specified on the Purchase Order, and in that event the Seller shall be liable to reimburse to the Purchaser on demand all expenditure incurred by the Purchaser in connection with the cancellation, including any increase in the price over that stated on the Purchase Order. In the event of the Purchaser cancelling this Order for services it shall be entitled to hire an alternative sub-contractor to complete the services under this Order, and in that event the Seller shall be liable to reimburse to the Purchaser all costs and / or the Purchaser shall be entitled to deduct or set off said costs from any sums owing to the Seller, arising from the hire of an alternative sub-contractor and completion of the services.

2. The Purchaser may terminate this order for any other reason than stated in 12.1 and pay the Supplier for any goods or services supplied prior to the termination, the cost of any work in progress and any costs that reasonably cannot be avoided, always subject to this not exceeding the price of the Order.

3. In the event, on completion of this Order, the Purchaser does not require all of the goods supplied under this Order, it shall be entitled to return the said goods to the Seller within sixty days of completion of the Order. In addition, the Purchaser shall be entitled to a pro-rata share of the total costs charged under this Order for the said returned goods subject to a restocking charge to be no more than 10 per cent of the ordered value of the returned goods.

### 13. Insurance

1. Unless otherwise stated in the Purchase Order, the Seller shall take out and maintain for a period of at least 12 years from the date of this Order, the following insurances:

Public liability insurance  
Product liability insurance  
Professional indemnity insurance (for Orders that involve design, calculations or professional services)

In each case in the minimum sum of £2 million or such greater sum as shall be stated in the Purchase Order and shall ensure that any sub-contractor to the Seller shall maintain similar insurances in a similar sum for a similar period. The Purchaser may at any time request evidence that such insurances are in place and that all premiums have been paid to the date of the request.

### 14. Sub-Contractors

1. Where the Seller is to provide services either exclusively or in connection with the supply of goods and materials at any place outside the Seller's own property, the Seller shall:

- a) provide and maintain the insurances described in clause 13,
- b) ensure that its employees and contractors carry out all work and services in accordance with recognised industry practices including but not limited to those related to health and safety, and
- c) provide to the Purchaser at no additional cost on request certified copies of all certificates, accreditations, employee and contractor qualifications and status, risk assessments, method statements and other documentation relevant to the goods and services that form the subject of the Order.

### 15. Confidentiality

1. The Seller will keep secret and will not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) all information given by the Purchaser in connection with this Order, or which becomes known to the Seller through performance of its obligations under this Order. The Seller will not mention the Purchaser's name in connection with this Order or disclose the existence of this Order

and any publicity material or other similar communication to third parties without the Purchaser's prior consent in writing.

### 16. Compliance

1. The Supplier shall comply with all applicable whistleblowing, equality, anti-discrimination, anti-bribery, anti-corruption and anti-slavery legislation and best practice including, without limitation, the Public Interest Disclosure Act 1998, Equality Act 2010, Bribery Act 2010 and Modern Slavery Act 2015. (and any replacements or re-enactments of the same).

2. The Supplier shall comply with the Purchaser's Business Management System and any relevant codes, procedures, policies etc. of the Purchaser's customers.

3. The Supplier will maintain and enforce its own policies and procedures to ensure compliance with 16.1 and 16.2 and report any failures to the Purchaser.

4. The Supplier will perform due diligence before appointing or engaging anyone in its supply chain who will work on this order to ensure they are fully qualified, of good reputation and experienced to perform the work.

5. The Supplier will allow reasonable audits and inspections as required by the Purchaser or its customer.

6. The Supplier will not or has not, engage or engaged in any illegal or unethical information sharing or brokering or any other illegal or unethical practice to obtain this order or to obtain a higher price.

7. The Supplier will not publicise this order without the prior written permission of the Purchaser.

8. The Supplier will ensure that any of its supply chain have obligations equivalent to this clause 16.

### 17. Dispute Resolution

1. Mediation. Before resorting to arbitration pursuant to clause 16.2, the parties shall attempt to settle by negotiations between them in good faith all disputes or differences which arise between them out of or in connection with this Order. The parties further agree that (provided both parties consider that such negotiations would be assisted thereby), they will appoint a mediator by mutual agreement, or (failing mutual agreement) will apply to the President of CEDR to appoint a mediator, to assist them in such negotiations. Both parties agree to co-operate fully with such mediator, provide assistance as is necessary to enable the mediator to discharge his duties, and to bear equally between them the fees and expenses of the mediator.

2. Arbitration. Any question or difference which may arise concerning the construction meaning or effect of this Order or concerning the rights and liabilities of the parties hereunder or any other matter arising out of or in connection with this Order shall be referred to a single arbitrator in London to be agreed between the parties. Failing such agreement within 30 days of the request by one party to the other that the matter be referred to arbitration in accordance with this clause such reference shall be to an arbitrator appointed by the President of the Chartered Institute of Arbitrators. The decision of such arbitrator shall be final and binding upon the parties. Any reference under this clause shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1996.

### 18. Applicable Law

1. The construction validity and performance of these Conditions and this Order shall be governed by the Law of England and the Seller submits to the jurisdiction of English Courts.

2. If any clause is found to be unenforceable, the remaining clauses shall continue in full force and effect.