

Assystem Energy & Infrastructure Limited General Terms and Conditions of Purchase

Unless otherwise agreed in writing, these General Terms and Conditions of Purchase ("Conditions") together with any terms and conditions on the face of the Purchase Order overleaf ("the PO") constitute the only conditions upon which Assystem Energy & Infrastructure Limited ("AEIL") Company Registration Number 3148098 will procure the goods ("Goods") and/or the services ("Services") specified in the PO from the party to whom the PO is addressed ("the Supplier").

1. Conformity with PO

The PO is liable to cancellation by AEIL if not accepted by the Supplier by return of the acknowledgement attached within five days of PO receipt by the Supplier. The PO is deemed accepted on the earlier of acknowledgment or the Supplier commencing performance of the supply of Goods/Services. This PO must be acknowledged by return of the sheet marked 'Acknowledgment of Receipt' to the Procurement Manager at the Blackburn address. A delivery note must accompany the Goods. Compliance with EID216 (available on the UK part of the company website www.assystem.com) is mandatory for all purchases above £500 excl VAT, unless exemption has been given by AEIL.

2. Supply and Delivery of Goods and/or Services

- 2.1. Unless otherwise directed in writing by AEIL, Goods shall be delivered and Services shall be completed no later than the date specified in the PO, time to be the essence of the PO. The Supplier shall notify AEIL immediately if it becomes aware that it may not meet the required delivery.
- 2.2. The Goods/Services shall:
 - i. conform in all respects as to quality, quantity and description with the specification; and
 - ii. be of merchantable quality and fit for any purpose made known to the Supplier; and
 - iii. be free from defects in design, material and workmanship; and
 - iv. comply with all applicable statutory and regulatory requirements, including but not limited to the Goods' manufacture, labelling, packaging, storage, handling and delivery.
- 2.3. In supplying the Goods/Services the Supplier shall:
 - i. co-operate with AEIL in all matters, and comply with all reasonable instructions of AEIL; and
 - ii. perform with all due care, skill and diligence in accordance with best industry practice; and
 - iii. use personnel who are suitably skilled and experienced to perform tasks assigned to them; and
 - iv. provide all equipment, tools and vehicles and such other items as are necessary; and
 - v. adhere to all applicable statutory and regulatory requirements; and
 - vi. whilst working at AEIL premises, comply with AEIL reasonable requests and instructions, in respect of health and safety, security, etc.
- 2.4. If Goods/Services are defective/deficient in AEIL's opinion, AEIL may at their option:
 - i. reject them (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's risk and expense;
 - ii. require repair or replacement of rejected Goods and/or re-performance of defective Services;
 - iii. require a full Supplier refund for the rejected Goods and/or defective Services;
 - iv. refuse to accept any subsequent delivery of the Goods and/or performance of the Services;
 - v. terminate the PO with immediate effect by giving notice to the Supplier; and/or
 - vi. claim damages for any additional costs, loss or expenses (including the costs of having the Goods/Services performed by a third party) incurred by AEIL howsoever arising from the Supplier's failure to supply Goods/Services in accordance with the PO.
- 2.5. AEIL's rights and remedies under the PO are in addition to its rights and remedies implied by statute and common law.
- 2.6. The Supplier's performance shall be monitored by AEIL in terms of Supplier's scheduled delivery and quality. The Supplier shall, upon request, provide AEIL with performance progress reports. The Supplier shall attend design / technical reviews as agreed with AEIL.
- 2.7. AEIL representatives (and their client) shall have the reasonable right to visit the Supplier's and/or the Supplier's subcontractor premises for the purpose of viewing PO progress.
- 2.8. All Goods/Services shall be adequately protected against damage and deterioration in transit and delivered, carriage paid, and shall be supplied and delivered in accordance with AEIL's instructions.
- 2.9. Neither party shall be in breach of the PO nor liable for delay in performing any of its obligations if such a delay results from circumstances outside a party's reasonable control and provided that party uses all reasonable endeavours to mitigate its effect ("Force Majeure Event").
- 2.10. AEIL shall be entitled to suspend requirements for Goods/Services at any time.

3. Price and Payment

- 3.1. The price payable for Goods/Services shall be as stated on the PO and shall be inclusive of all Supplier costs and expenses, all packaging, insurance and carriage (excluding VAT) and shall remain fixed for the duration of the PO.
- 3.2. Invoices shall be sent to AEIL at the address on the PO following delivery of Goods and/or completion of Services. Each invoice shall include such supporting information as required by AEIL to verify the accuracy of the invoice. The Order number must be quoted on the invoice.
- 3.3. Payment of the Supplier's invoice will be made by bank transfer within 60 days following the date of invoice provided that the invoice is correct, that the Goods/Services conform to the PO and subject always to receipt of payment for the same from AEIL's client. Time for payment shall not be of the essence.
- 3.4. All payment will be made without prejudice to AEIL's rights should the Goods/Services prove unsatisfactory or are not in accordance with AEIL's PO instructions.
- 3.5. AEIL reserves the right to deduct from any payments due to the Supplier under the PO the amount of any claims which AEIL may have against the Supplier in connection with the relevant PO or any other contract.

4. Title and Risk

- 4.1. Title and risk in the Goods/Services shall transfer from the Supplier to AEIL upon delivery to the premises stated on the PO.
- 4.2. If stage payments are applicable, the Goods/Services (including component parts) and other materials which the Supplier shall acquire or allocate for incorporation in the Goods/Services shall vest in and become the absolute property of AEIL with effect from the date of the first stage payment and shall thenceforth be in the possession of the Supplier for the sole purpose of completing and delivering them. Neither the Supplier, nor any subcontractor nor any other party shall have any lien on the Goods/Services which have vested in AEIL under this clause. As soon as is reasonably possible following such vesting, the Supplier shall mark such Goods/Services as being the property of AEIL.

5. Sub-contractors and Assignment

AEIL is entitled to assign the whole or any part of the contract upon giving written notice to the Supplier. The Supplier shall not subcontract nor assign the PO or any part thereof without the written agreement of AEIL.

6. AEIL Property and Material

All material, plant, tools, drawings, specifications or other equipment or data supplied by AEIL for use in connection with the PO or any part thereof shall at all times remain AEIL's property and shall be at the Supplier's risk in respect of loss or damage until returned to AEIL. All such items shall be returned to AEIL in accordance with written instructions which shall be provided by AEIL. The Supplier shall upon receipt of such items, mark or label each item as "property of AEIL" and shall ensure that such items are not permitted to become the subject of any lien, encumbrance, tax, charge or duty.

7. Proprietary Rights

- 7.1. In the event that any allegation or claim is made against AEIL for a violation or infringement of any patent, copyright, registered design or other form of industrial or intellectual property right held by a third party as a result of the Supplier's own actions, then the Supplier will indemnify AEIL against and hold it harmless from any loss or damage, including all costs and expenses arising directly or indirectly out of such allegation or claim, provided that this indemnity shall not apply if the allegation or claim is the direct result of the Supplier following a design furnished by AEIL.
- 7.2. Any patents, copyrights or registered designs arising from the execution of this PO shall become AEIL's property upon delivery of the Goods/Services.

8. Confidentiality and Publicity

- 8.1. All information, including drawings, designs, and other data supplied related to AEIL's business in the course of performing the PO shall be treated in confidence by the Supplier and shall not be disclosed to any third party nor be used or copied for any purposes other than for the performance of the PO without the written agreement of AEIL. The Supplier shall return to AEIL all drawings, designs and other data supplied by AEIL following completion of the PO.
- 8.2. The Supplier shall not disclose any interest of any kind arising as a result of the PO by way of advertisement or publicity without the written agreement of AEIL.

9. Indemnity

- 9.1. The Supplier shall indemnify and hold harmless AEIL against all claims, proceedings, actions, charges, costs and expenses and any other liability incurred by AEIL including, but not restricted to claims in respect of personal injury including fatal injury, loss of or damage to property of AEIL or third parties and pecuniary loss caused by or arising out of or in connection with the performance of the PO.
- 9.2. The Supplier shall effect and maintain insurance with a reputable insurance company covering the Supplier's obligations under the PO (including but not limited to Public Liability and Employers Liability insurance). The Supplier shall provide evidence of such cover on request by AEIL. Insurance cover shall not relieve the Supplier of any liabilities under the PO. From time to time AEIL may specify minimum levels of cover that must be held by the Supplier for certain insurances.

10. Quality Control

- 10.1. Where the Supplier has certification in accordance with BS EN ISO 9001:2008, maintenance of this certification is a condition of the PO.
- 10.2. The Supplier shall meet AEIL Supplier Quality Requirements document EID026 (available on the company website under the UK section).

11. Termination

- 11.1. AEIL shall have the right to terminate the PO in whole or in part at any time by giving the Supplier written notice whereupon all work on the PO shall be discontinued. AEIL's sole liability in respect of termination shall be to pay a fair and reasonable price for work in progress at the time of termination and the Supplier shall afford AEIL every assistance to ascertain the extent of such work in progress. Payment of such price shall constitute full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to AEIL all completed Goods and/or Services or work in progress. In no event shall the amount payable by AEIL exceed the amount which would have been payable by AEIL had the PO not been terminated. In the event of termination, the Supplier shall submit a claim for payment within 60 days of such termination otherwise such right to claim shall be forfeited by the Supplier.
- 11.2. AEIL shall have the right to terminate the PO with immediate effect in whole or in part at any time in writing without incurring any liability to the Supplier and without prejudice to the rights already accrued or accruing to AEIL in the event:
 - i. of any breach, defective/deficient Goods/Services in AEIL's opinion, or non-observance of any provision of the PO or these Conditions by the Supplier which is not rectified within 7 days of notification of the breach;
 - ii. that the Supplier makes any agreement with its creditors compounding debts;
 - iii. that the Supplier enters into liquidation whether compulsory or voluntary (otherwise for the purposes of amalgamation or reconstruction);
 - iv. that the Supplier becomes insolvent;
 - v. there is a change in control of the Supplier;
 - vi. that a receiver or administrator is appointed to the Supplier.
- 11.3. On termination all amounts paid by AEIL to the Supplier in respect of the PO shall be repaid to AEIL, less the aggregate of any sums due to the Supplier for Goods/Services accepted but not paid for in full by AEIL. Immediately upon such termination, the Supplier shall deliver any completed or part-completed Goods /Services to AEIL together with any AEIL property and material supplied under Clause 6 above. Clause 2.4vi shall apply in the event of termination under Clause 11.2.

12. Modifications

- 12.1. AEIL reserves the right to introduce modifications to the Goods/Services during the term of the PO and such modifications shall be implemented by the Supplier only on receipt of and in accordance with formal amendments to the PO issued by AEIL.
- 12.2. Any variation in the agreed price and/or delivery dates shall be agreed separately.

13. Client Specific PO Conditions

AEIL will flow down in writing any relevant client specific terms that additionally apply to the PO.

14. Corrupt Gifts, Payments of Commission, Slavery Act

- 14.1. The Supplier shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. The Supplier shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and or under the French anti-corruption law – SAPIIN II.
- 14.2. The Supplier shall comply with all requirements of the Modern Slavery Act 2015 and take all steps to ensure that slavery and human trafficking is not taking place in any part of its supply chain.

15. Data Protection

The Supplier shall comply with the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data.

16. General

- 16.1. The parties acknowledge that any information provided or received under the PO may be subject to Government export control laws and regulations (including but not limited to ITAR, EAR and UK export regulations) and the Supplier agrees that it will strictly comply with all applicable requirements under such laws and regulations. The Supplier warrants and undertakes that it will not export or transfer by any means, electronic or otherwise, any information without complying in all respects with the applicable export control legislation, codes of conduct, the relevant export license(s), guidelines, notices and/or instructions in relation to any such export or transfer of information.
- 16.2. The Supplier shall keep detailed records of all acts and things done by it in relation to the provision of Goods/Services (in particular but without prejudice to the generality of the aforesaid the Supplier shall keep a record of the expenditure incurred and committed in carrying out the Goods/Services including but not limited to; third party costs and, except where the price is a fixed fee only, time expended) and shall on request permit AEIL and duly authorised representatives of AEIL reasonable access to such records, supporting documentation and information.
- 16.3. No failure or delay by AEIL to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 16.4. These Conditions shall not be effectively altered, modified or varied unless agreed in writing by AEIL and the Supplier.
- 16.5. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the PO. By agreement, the parties may refer a dispute to mediation by a neutral adviser or mediator appointed by the parties or by the Centre for Dispute Resolution. Unless otherwise agreed, all negotiations occurring in the course of such mediation shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 16.6. These Conditions and the PO are governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 16.7. In the event of any conflict between the provisions of these Conditions and any terms or special conditions appearing or referred to on the PO, the latter shall prevail.

- 16.8. A person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions. This does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 16.9. If any of the clauses in these Conditions are found by any court or administration body of competent jurisdiction to be (in whole or in part) invalid or unenforceable that invalidity or unenforceability shall not affect the other clauses (or the remainder of the same clause) which shall continue in full force and effect.
- 16.10. This PO will be binding upon and inure to the benefit of AEIL and their respective successors and assigns and references to a party to these Conditions include its successors and assigns.
- 16.11. The following clauses shall survive expiry or termination of the PO, Clauses 2, 7, 8, 9, 11, 16.