

PLANTWORK SYSTEMS LTD
STANDARD TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND/OR SERVICES

1.0 DEFINITIONS

"Buyer"	<i>means Plantwork Systems Ltd and where the context permits, reference to the Buyer in these Terms and Conditions shall include reference to an employee of the Buyer;</i>
"Contract"	<i>means the contract comprising the Purchase Order, any Specification and the Conditions;</i>
"Conditions"	<i>means the standard terms and conditions of purchase set out in this document and any special terms and conditions agreed in writing between Plantwork Systems Ltd and the Supplier;</i>
"Goods"	<i>means the goods, supplied by the Supplier and/or described in the Purchase Order;</i>
"Order Number"	<i>means the unique number that appears on the Purchase Order;</i>
"Parties"	<i>means the Buyer and the Supplier;</i>
"Premises"	<i>means the address(es) where the Services are to be performed and/or the Goods are to be delivered as stated on the Purchase Order (if so stated) and/or such other address(es) as Plantwork Systems Ltd may notify to the Supplier;</i>
"Price"	<i>means the price payable for the Supply;</i>
"Purchase Order"	<i>means the Buyer's purchase order and any other document specified or referred to therein setting out the Buyer's requirements for the Supply;</i>
"Services"	<i>means any services described in a Purchase Order;</i>
"SLA"	<i>means the service levels (if any) set out in the Contract;</i>
"Specification"	<i>includes any plans, drawings, data or other information relating to the Goods and/or Services which is either set out or referred to in the Contract, or subsequently agreed in writing by the Buyer;</i>
"Supplier"	<i>means the person, firm or company to which a Purchase Order is issued;</i>
"Supply"	<i>means the supply of the Goods and/or Services by the Supplier under the Contract;</i>
"Terms and Conditions"	<i>means these terms and conditions for the supply of goods, installation and services;</i>
"Writing/Written"	<i>means any form of written or typed communication sent by courier, post, email, facsimile transmission or any comparable means of communication.</i>

2.0 GENERAL

2.1 These Terms and Conditions together with the relevant Purchase Order, any specifications and plans provided by the Buyer, any Special Conditions of the Buyer and any specific guarantee arrangements applying to the Goods constitute the Contract between the Parties for the supply of the Goods.

2.2 In the event of any conflict between a clause in these Terms and Conditions and a term of Purchase Order, the term of the Purchase Order shall prevail.

2.3 The Contract constitutes the entire agreement between the parties relating to the supply of the Goods & Services and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. However, nothing in the Contract shall limit or exclude any liability for fraud.

2.4 Any amendment or alteration to the Contract will be valid only if agreed in writing and signed by authorised representatives of the Buyer and the Supplier.

2.5 Notwithstanding the foregoing, the Buyer may at any time make changes in writing relating to the Supply, including (without limitation) changes in the Specification, quality or quantities, and/or time or place of delivery. If such changes result in any alteration in cost of, or time required for, the performance of the Contract, a fair and reasonable adjustment shall be made to the Price, date or period for delivery, or both. Any such adjustment must be agreed in writing before the Supplier proceeds with such change.

3.0 STANDARD OF SUPPLY

3.1 The Goods and Services, shall, subject as provided in these Conditions, be as specified in the Contract and the Supplier shall always perform the Services in accordance with the Contract (including, without limitation, any SLA).

3.2 The Supplier shall comply with all applicable statutes, regulations, byelaws and other legal requirements, and any codes of practice or guidelines from time to time in force concerning the Supply.

3.3 The Buyer relies on the skill and judgment of the Supplier in the execution of the Contract and the provision of the Supply and the Supplier is deemed to have understood the nature, extent and purpose of the Supply and satisfied itself in relation to all matters connected with the Supply and the Premises (where applicable), and the Buyer shall at the request of the Supplier, grant such access to the Premises as may be reasonable for this purpose. The Supplier is also deemed to have acquainted itself with the purposes for which the Goods and/or Services are to be used.

3.4 All Goods shall comply with their description and any applicable specification (if any), all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and will be free from defects in design, materials and workmanship, and will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and be suitable for their intended purpose and, in this respect, the Buyer relies on the Supplier's skill and judgement.

3.5 Any Services will be performed with the best care, skill and diligence (in accordance with best practice in the Supplier's industry, profession or trade) by appropriately qualified, skilled and trained personnel who are suitably experienced to perform tasks assigned to them.

4.0 DELIVERY

4.1 The Supplier shall deliver the Goods and/or Services to the address for delivery given in the Purchase Order.

4.2 Where the Supplier requires access to the Premises in order to deliver the Goods and/or Services:

- a) the Supplier shall agree delivery times with the Buyer in advance (unless the Buyer agrees otherwise);
- b) the Supplier shall comply with any rules or security requirements applied by the Buyer in relation to access to its premises.

4.3 Except where otherwise agreed by the Buyer, delivery of the Goods shall include unloading the Goods at such place and in such manner as the Buyer shall reasonably direct.

5.0 PROPERTY AND RISK

5.1 Risk of damage to or loss of any Goods shall pass to the Buyer upon completion of delivery to the Buyer in accordance with the Contract. Transit and offloading shall in every case be at the Supplier's risk.

5.2 Title to any Goods shall pass to the Buyer at the time and place of delivery unless otherwise specifically agreed in writing, save where any advance payment or progress payment is made by the Buyer, in which case the title (but not the risk) in any Goods purchased or allocated by the Supplier for the purposes of the Contract shall immediately vest in the Buyer at the time of such purchase or allocation.

6.0 DAMAGE TO GOODS IN TRANSIT

6.1 Any consignment of Goods dispatched by the Supplier for delivery to the Buyer shall be accompanied by a delivery note prepared by the Supplier marked with the order number from the Purchase Order. Where applicable, the delivery note shall also specify the means of transport, the place and date of delivery, the number of packages, the content of the packages, the weight and volume of the packages and whether or not the packaging must be returned to the Supplier.

6.2 Where some or all of the Goods have been damaged in transit (or have failed to arrive at the Buyer after dispatch by the Supplier) the Supplier shall either refund, repair or replace the Goods in question (at the choice of the Buyer) provided always that:

- a) in the case of damage in transit the Buyer has informed the Supplier of the damage within 28 days of receiving the Goods;
- b) in the case of damage in transit the Buyer shall either repair or replace the Goods within 28 days of notified the damage.
- c) in the case of non-delivery and where the Supplier has notified the Buyer of the intended date of delivery, the Buyer has informed the Supplier within 28 days of the notified delivery date that the Goods have not been received.

7.0 INSPECTION, REJECTION AND GUARANTEE

7.1 The Supplier shall permit the Buyer to inspect the Goods and shall provide all reasonable assistance to the Buyer in undertaking an inspection.

7.2 The Buyer shall not be taken to have waived any of its rights under this Contract (and in particular its right to reject the Goods) if it does not carry out an inspection or if it approves the Goods following an inspection.

7.3 The Buyer may, by written notice to the Supplier, reject any of the Goods which fail to meet the requirements of this Contract provided always that the Buyer gives such notice within a reasonable time of receiving the Goods.

7.4 If the Buyer rejects any of the Goods pursuant to this clause, it shall be entitled:

- a) to have the Goods concerned either repaired by the Supplier or (at the choice of the Buyer) replaced by the Supplier with Goods which comply with this Contract; or
- b) to obtain a refund of any payment it has made to the Supplier.

7.5 Subject to any alternative guarantee arrangements made between the Buyer and the Supplier, the guarantee period applicable to the Goods shall be 12 months from the Buyer putting the Goods into service or 18 months from delivery (*whichever is shorter*).

7.6 If, within the guarantee period or within 30 days thereafter, the Buyer gives the Supplier written notice of any defect which arose within the guarantee period under proper and normal use of the Goods, the Supplier shall remedy such defect as quickly as possible (whether by repair or replacement, as the Buyer shall choose) without cost to the Buyer.

7.7 Any Goods rejected or returned to the Supplier shall be returned at the Supplier's expense.

8.0 LABELLING AND PACKAGING

8.1 The Goods shall be appropriately packaged and clearly labelled. The labelling and packaging shall comply with any reasonable requirements of the Buyer, of which the Supplier is aware and with any statutory requirements. In particular, if the packages contain any material which is hazardous, noxious, or dangerous this shall be clearly indicated.

8.2 All packaging shall be considered non-returnable and shall be destroyed unless the Supplier indicates in the advice note accompanying the consignment of Goods that the packaging will be charged for unless it is returned. The Buyer shall only accept liability for packaging that does not arrive at the Supplier's premises following dispatch by the Buyer if the Supplier informs the Buyer of its non-arrival within 10 days of receiving notification from the Buyer that the packaging has been dispatched.

8.3 The Supplier shall provide on or before Delivery such supporting literature as is required for the correct functioning and utilisation of the Goods, which shall include where appropriate operating instructions and lists of recommended spares.

9.0 INSTALLATION

9.1 Where the Purchase Order requires the Supplier to install the Goods:

- a) the Supplier shall make no delivery of plant, materials or equipment and shall not commence any installation work without the prior consent of the Buyer;
- b) the Supplier shall carry out the installation work diligently and with reasonable skill and care;
- c) the Supplier shall comply with the Buyer's requirements relating to access to and use of the Premises and shall co-ordinate its work with any other employee or contractor who is carrying out work for the Buyer;
- d) the Supplier shall always keep the Premises clean and tidy and shall remove all plant and unused materials when the installation work is complete.

9.2 The Buyer shall have the power at any time during any installation works to give notice to the Supplier requiring:

- a) the removal from the Premises of any materials which are hazardous or noxious or not in accordance with the Contract;
- b) the substitution of proper and suitable materials; and/or
- c) the removal and re-execution of any installation work or any Goods which are not in accordance with the Contract.

10.0 PRICE

10.1 In consideration of the supply and delivery of the Goods by the Supplier the Buyer shall pay the Supplier the Price as agreed in the Purchase Order.

10.2 In addition to the Price, the Buyer shall (where applicable) pay the Supplier a sum equivalent to any Value Added Tax chargeable on the Goods supplied.

11.0 PAYMENT

11.1 The Supplier may invoice the Buyer on or after completion of the Supply, unless otherwise stated in the Contract.

11.2 Each invoice shall be submitted electronically in PDF format only to: accounts@plantworksystems.com

11.3 Each invoice shall contain the Order Number given in the Purchase Order, a full description of the Goods and/or Services supplied and the Price.

11.4 The Supplier must submit electronically each invoice promptly to the Buyer only to the e-mail address given in Condition 11.2 on or after completion of the Supply, or at such other intervals only if set out in the Contract.

11.5 Save where the Goods and/or Services have not been delivered or are not in accordance with the Contract, the Buyer shall pay the Supplier's invoice within the period agreed in the Contract.

11.6 No payment made or acceptance in respect of any Goods supplied or Services performed by the Supplier will in any way restrict any claims or rights that the Buyer may otherwise have against the Supplier.

12.0 RECOVERY OF SUMS DUE

12.1 If any sum is recoverable from, or payable by the Supplier under the Contract, that sum may be deducted from any sum then due, or which at a later date becomes due to the Supplier under the Contract, or under any other agreement with the Buyer.

13.0 TIME FOR PERFORMANCE

13.1 The Supply shall be performed on the date or within the period stated in the Contract, and, when the Supply is to be performed at the Premises, during the Buyer's usual business hours unless otherwise agreed in writing. Time is of the essence of the Contract.

13.2 If the Buyer is unable to specify either or both of the date of commencement or completion of performance of the Supply until after placing the Purchase Order, the Buyer shall give the Supplier reasonable notice of such date(s) in accordance with Condition 2.5.

13.3 The Supplier shall begin performing the Supply on the date stated in the Contract and shall complete the provision of the Supply by the date, or within the period, stated in the Contract (whichever is applicable). If requested by the Buyer, the Supplier shall submit such detailed programmes of work and progress reports as the Buyer may from time to time reasonably require. In the event that the Buyer believes, in its absolute discretion, that the Supplier is unlikely either to achieve any programme milestones which the Buyer considers to be key milestones by the date agreed for them, or to complete the Supply by the date (or within the period) for completion set out in the Contract (or otherwise agreed in writing), then the Buyer shall be entitled to notify the Supplier in writing that any dates or periods for delivery are of the essence of the Contract. Following such notification, if the Supply is not completed, or key milestones achieved, by such date(s), or within such periods, the Buyer shall, without prejudice to any other right or remedy, be entitled (at its option) to regard the Contract as discharged by the Supplier's breach, to release itself from any obligation to accept and pay for any Goods or Services, to cancel all or part of the Contract yet to be performed, and to require the repayment of any part of the Price which has been paid.

14.0 INTELLECTUAL PROPERTY

14.1 Save where the Goods are made up in accordance with a design supplied by the Buyer, the Supplier warrants that none of the Goods and/or Services shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.

14.2 The Supplier shall indemnify the Buyer against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and client basis) which the Buyer may incur as a result of or in connection with any breach of clause 13.1.

15.0 HEALTH AND SAFETY AND QUALITY ASSURANCE

15.1 The Supplier shall promptly notify the Buyer of any health and safety hazards which may arise in connection with the performance of the Contract.

15.2 Whilst on the Premises, the Supplier shall, and shall procure that its employees, agents and subcontractors shall, comply with any health and safety measures implemented by the Buyer or any third party including without limitation any measures in respect of the Buyer's personnel and other persons working on the Premises.

15.3 The Supplier shall notify the Buyer immediately in the event of any incident occurring in the provision of the Supply on the Premises where that incident causes any personal injury or any damage to property which could give rise to personal injury.

15.4 In respect of all Goods and Services supplied the Supplier will maintain or observe quality control and Supplier quality assurance standards in accordance with the reasonable requirements of the Buyer.

15.5 The Supplier shall indemnify the Buyer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Buyer may suffer as a result of or in connection with any breach of the provisions of this Condition 15.

16.0 CONFIDENTIALITY

16.1 The Supplier undertakes to keep confidential and not to disclose and to procure that its employees, sub-contractors and agents disclose any information of a confidential nature which it has obtained by reason of this Contract. Nothing in this clause applies to information that is already in the public domain or the possession of the Supplier.

17.0 ENVIRONMENTAL MATTERS

17.1 The Supplier shall both during and following the expiry or termination of the Contract use all reasonable endeavors to assist the Buyer to comply with its obligations under the Environmental Information Regulations 2004 (and any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof). Such assistance shall be provided by the Supplier at no additional cost to the Buyer.

17.2 The provisions of this Condition 17 shall survive the expiry or termination of the Contract.

18.0 INDEMNITY AND INSURANCE

18.1 Without prejudice to any rights or remedies of the Buyer, the Supplier shall indemnify the Buyer against all actions, demands, losses, expenses and costs (including legal costs on a solicitor and client basis) which the Buyer may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Goods and/or Services or any negligence or breach of this Contract by the Supplier.

18.2 The Supplier warrants that it has in place with a reputable insurance company a policy or policies of insurance covering all the indemnities under this Contract. At the request of the Buyer the Supplier shall produce the relevant policy of insurance together with evidence of payment of its latest premium.

19.0 CHANGE CONTROL

19.1 There shall be no change to the amount of or description of the Goods and/or Services or the Price unless the Buyer has issued a new Purchase Order in substitution for the Purchase Order. These Terms and Conditions shall apply to any new Purchase Order and the new Purchase Order shall become "the Purchase Order" for the purpose of this Contract from the moment it is received by the Supplier.

19.2 This Contract may not be varied or amended unless the change or amendment is in writing and agreed by authorized representatives of both the Buyer and the Supplier.

20.0 ASSIGNMENT OR SUB-CONTRACTING

20.1 The Supplier shall not assign, transfer or subcontract this Contract to any third party without the written consent of the Buyer.

20.2 No sub-contracting of this Contract shall in any way relieve the Supplier of its obligations under the Contract.

21.0 RIGHTS OF THIRD PARTIES

21.1 This Contract shall not create any rights which are enforceable by anyone other than the Parties.

21.2 All information supplied by the Buyer in any form is supplied in confidence, it must not be used by the Supplier for any purpose other than the order and must not be disclosed to any other person (including on the Supplier's websites) without the Buyer's prior written consent and subject to this condition.

21.3 The Supplier will indemnify the Buyer against any claims or threatened claims for infringement of copyright, patents, registered designs or other monopoly protection in respect of the goods.

21.4 The Supplier will indemnify the Buyer against any loss, damage or injury to property or persons whatsoever and however caused in connection with the Contract, other than personal injury arising from the negligence of the Buyer.

22.0 TERMINATION

22.1 The rights of termination conferred by this Condition 22 are in addition to, and not in substitution for, the rights conferred by Condition 13.3.

22.2 The Buyer shall be entitled to terminate (i) the Contract and/or (ii) any other contracts between the Buyer and the Supplier in each case without liability to the Supplier and without prejudice to the other rights of the Buyer in any of the following circumstances:

- a) the Goods supplied or Services performed by the Supplier are such that there is a material noncompliance with the Contract;
- b) the Supplier becomes, in the reasonable opinion of the Buyer, insolvent; or
- c) the Supplier shall have committed any breach of the Contract which either is not capable of remedy or, if such breach is capable of remedy, it shall have failed to remedy within five (5) Working Days (or within any other agreed timescale) of being required by the Buyer in writing to do so.

22.3 The right of termination shall also exist where the Buyer reasonably considers that any of the events mentioned in Condition 22.2 is about to occur in relation to the Supplier and notifies the Supplier accordingly.

22.4 Termination, suspension or expiry of the Contract howsoever arising shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Buyer and shall not affect the continued operation of any provisions of the Contract which expressly or impliedly are intended to come into or continue in effect following termination or expiry of the Contract.

23.0 NOTICES

23.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

24.0 DISPUTES AND MEDIATION

24.1 Before resorting to litigation, the Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of, or in connection with this Contract.

24.2 If the Parties are unable to resolve the dispute, either party may, at any time, refer the dispute to mediation by a neutral advisor or mediator ("the Mediator").

24.3 If the Parties are unable to agree on a Mediator within seven (7) days of the request by one party to refer the dispute to mediation, they shall apply to the Centre for Dispute Resolution ("CEDR") to appoint a Mediator.

24.4 The Parties shall seek to agree directions for how the mediation is conducted and, failing agreement, they shall seek directions from the Mediator.

24.5 If the Parties reach agreement on the resolution of their dispute the agreement shall be reduced to writing and shall be binding.

25.0 GOVERNING LAW

25.1 Unless the Purchase Order specifies otherwise, this Contract shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

25.2 All necessary consents, licenses or permissions of the United Kingdom or any other country for import and export of Goods shall be the responsibility of the Supplier at his own expense.