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1. Definitions

BUYER:

The Company, Spring Markets Limited, registered number 07263765, whose registered office is at 774 -780 Grove House, Wilmslow Road, Manchester, England OR the company stated as such in the Purchase Order Form OR its successors or permitted assignees.

BUYER GROUP:

BUYER and its affiliated companies

BUYER INFORMATION:

Drawings, documents, specifications and other technical information and computer programs provided by BUYER or to which BUYER obtains ownership according to Article 17.

CLIENT:

A third party with whom BUYER has a contract to provide the SERVICES.

COMPLETION:

The date of issue of BUYER's written acceptance of the SERVICES, in which BUYER confirms that all and any SERVICES as described in the PURCHASE ORDER, are complete and in accordance with the requirements of the PURCHASE ORDER. Such acceptance does not relieve SUPPLIER of any guarantee or warranty obligations, or other obligations and liabilities in relation to the PURCHASE ORDER.

DOCUMENTS:

Drawings, documentation, calculations, certificates, manuals, datasheets and all other technical, commercial and other documents and data to be supplied by SUPPLIER under the PURCHASE ORDER on media specified therein.

FORCE MAJEURE:

As defined in Article 13.2.

HSES:

HSES means pertaining to health, safety, the environment and security.

MILESTONE DATE(S):

The required date(s) and duration for SUPPLIER's performance of the SERVICES or parts thereof according to the PURCHASE ORDER, hereunder including the START DATE.

PERMANENT WORKS:

The facilities to be constructed wholly or in part on the basis of the SERVICES.

PERSONNEL:

All employees, representatives or agents of SUPPLIER, SUPPLIER's sub-suppliers, or SUPPLIER's affiliates, involved in the performance of the SERVICES. For the avoidance of doubt, PERSONNEL include physical persons only.

PURCHASE ORDER:

The separate contract document, whether called Purchase Order Form or otherwise (hereinafter referred to as "Purchase Order Form") together with any special conditions, these General Conditions for Purchases of Site Services, and any appendices and attachments thereto and any signed amendments and variations to said documents.

PURCHASE ORDER PRICE:

The total price specified in the Purchase Order Form which is subject to adjustment in accordance with Article 6 only and which shall constitute full compensation to the SUPPLIER for the SERVICES, including all costs, expenses, taxes duties, fees or charges of any kind incurred by or levied on the SUPPLIER or its personnel related to the performance of the PURCHASE ORDER and for fulfilling all of its obligations under the PURCHASE ORDER.

SUPPLIER:

The company or person stated as such in the Purchase Order Form or its successors or permitted assigns.

SUPPLIER GROUP:

SUPPLIER and its affiliated companies, and SUPPLIER's suppliers and contractors of any tier to the extent they are involved in the project to which the PURCHASE ORDER relates.

SERVICES:

All activities to be performed by SUPPLIER pursuant to the PURCHASE ORDER.

SITE:

Any location provided by BUYER where the SERVICES or any part thereof is performed.

START DATE:

The required date of SUPPLIER's mobilisation to perform the SERVICES as specified in the PURCHASE ORDER

WARRANTY PERIOD:

Such period as stated in Article 11.

2. Interpretation

- 2.1 In the event of any conflict between the provisions of the PURCHASE ORDER, the various contract documents shall be given priority in the following order:
- (a) The Purchase Order Form including any special conditions
 - (b) These General Conditions for Purchase of Site Services,
 - (c) Appendices in the order they are listed, unless stated otherwise.
- 2.2 The governing language of the PURCHASE ORDER shall be the English language.

3. General obligations of Supplier

- 3.1 SUPPLIER shall perform the SERVICES according to high standards of engineering, construction and practice and the PURCHASE ORDER specifications or, if none are specified, in accordance with the latest applicable standards and codes of practice of the industry concerned.

SUPPLIER represents and warrants it has examined the PURCHASE ORDER and will examine other BUYER INFORMATION supplied by BUYER from time to time. SUPPLIER represents and warrants that it knows or, prior to accepting the PURCHASE ORDER, will determine i) the nature and scope of SERVICES, ii) the character of the PERMANENT WORKS, and iii) the general and local conditions of such PERMANENT WORKS, and (iv) any other matters which could affect the SERVICES. SUPPLIER's failure to examine the PURCHASE ORDER and/or BUYER INFORMATION or to become knowledgeable about or to discover matters which SUPPLIER ought to have known or discovered in the performance of its examination and which affect the SERVICES shall not relieve SUPPLIER from its obligations under this PURCHASE ORDER.

- 3.2 SUPPLIER shall ensure that all PERSONNEL performing SERVICES shall have the necessary permits and certificates to perform the SERVICES at the SITE. BUYER shall upon SUPPLIER's request, advise on the applicable requirements at the SITE and assist in obtaining such certificates and permits to the extent that it is within BUYER's control and does not entail inconvenience to BUYER.
- 3.3 SUPPLIER shall comply with all applicable laws, rules and regulations applicable to the SERVICES or any SITE where the SERVICES are performed, including without limitation laws, rules and regulations pertaining to health, safety and the environment, non-discrimination of the workforce and organisation of labour. SUPPLIER shall defend, indemnify and hold BUYER harmless from and against all claims, losses, damages, costs and expenses (including legal fees) arising out of SUPPLIER's failure to comply with the aforesaid laws, rules and regulations.
- 3.4 SUPPLIER shall have a documented, implemented and auditable Health, Safety, Environment and Security (HSES) management system for the SERVICES ensuring safe performance according to applicable laws and regulations at any location where the SERVICES are performed, hereunder including the SITE. BUYER shall have the right to perform quality audits of the SUPPLIER's HSES management system. Any additional HSES requirements specified in the PURCHASE ORDER shall be complied with by SUPPLIER.
- 3.5 In performing the SERVICES and other obligations under this PURCHASE ORDER, SUPPLIER shall be an independent contractor and not the agent or employee of BUYER. The relationship of employer and employee shall not exist between BUYER and SUPPLIER or any of their employees. SUPPLIER shall have no authority to make statements, representations or commitments of any kind or take any other action binding on BUYER unless otherwise agreed in writing between BUYER and SUPPLIER. It is expressly agreed that it is not the purpose or intention of the PURCHASE ORDER to create, nor shall the same be construed as creating, any partnership or joint operation between BUYER and SUPPLIER.
- 3.6 Notwithstanding Article 3.6 above, BUYER and its representatives shall be entitled to give advice or directions to the PERSONNEL, the superintendent, or any other person in charge of PERSONNEL as regards the performance of the SERVICES.
- 3.7 Actions taken by BUYER in (i) advising on applicable requirements and assisting in obtaining certificates and permits in Article 3.2, (ii) giving of advice or directions as described in Article 3.7 and/or (iii) checking, verifying, reviewing, consenting to, approving, testing, inspecting or accepting the SERVICES shall in no way relieve SUPPLIER from its obligations or responsibilities as stated in the PURCHASE ORDER.
- 3.8 SUPPLIER shall exercise all diligence to conduct its operations in a manner that will prevent pollution. No trash, waste oil, fuel, chemicals or other pollutants, contaminants nor any object or piece of equipment shall be discharged, disposed of, dumped, or allowed to escape from SUPPLIER GROUP's equipment or property or on the SITE. SUPPLIER shall indemnify and hold BUYER GROUP harmless against any claims which arise as a result of a breach of this Article 3.9.
- 3.9 SUPPLIER shall ensure that the PERSONNEL look after any clothing or equipment issued to them by BUYER or a third party for the performance of the SERVICES. Such clothing or equipment shall be delivered back to BUYER or the person by whom it was issued in substantially the same condition on COMPLETION, reasonable wear and tear excluded.
- 4. Authority requirements and permits**
- 4.1 In accordance with Article 3.2, SUPPLIER shall in due time, obtain and maintain such permits and licences as are necessary for the performance of the SERVICES and which are required to be or can be obtained in the name of SUPPLIER.
- 4.2 It is SUPPLIER's sole responsibility to identify the legislation, regulations and guidelines which are applicable to the SERVICES and comply in full at all times therewith.

4.3 SUPPLIER is responsible for ensuring that all public authorities, and any bodies acting on behalf of such authorities, receive the information required by law in relation to the SERVICES. SUPPLIER shall ensure that all of its sub-suppliers report to public authorities in accordance with applicable laws.

4.4 SUPPLIER shall indemnify BUYER against any costs incurred as a consequence of SUPPLIER's failure to comply with this Article 4.

5. Personnel

5.1 PERSONNEL performing the SERVICES shall have necessary and required qualifications and experience pursuant to BUYER's request, for the performance of the SERVICES in the PURCHASE ORDER, as well as to comply with any applicable laws.

5.2 Prior to START DATE and commencement of the SERVICES, SUPPLIER shall submit to BUYER organization charts, work descriptions and a complete list of SUPPLIER's PERSONNEL involved in the performance of the SERVICES.

5.3 BUYER may instruct SUPPLIER to remove from SITE any PERSONNEL engaged in any part of the SERVICES who in BUYER's reasonable opinion is either

- (a) Incompetent or negligent in the performance of his/her duties;
- (b) Engaged in activities which are contrary or detrimental to the interests of BUYER; or
- (c) Not conforming with relevant safety procedures described in this PURCHASE ORDER or applicable at the SITE or persists in any way in conduct likely to be prejudicial to safety, health or the environment.

Any such PERSONNEL shall be removed from the SITE at SUPPLIER's sole cost and shall not be re-engaged in the SERVICES or any other services or work for BUYER without the prior written approval of BUYER. SUPPLIER shall provide a suitable replacement for any such PERSONNEL without delay.

5.4 SUPPLIER shall ensure that all PERSONNEL are informed of the obligations of SUPPLIER under the PURCHASE ORDER, and shall instruct PERSONNEL to comply with HSES and other requirements applicable at the SITE.

6. Variations

6.1 BUYER has the right to order such variations to the SERVICES as in BUYER's opinion are desirable. Variations may include an increase or decrease in the quantity, character, quality, manner of execution of the SERVICES as well as changes to the MILESTONE DATE(S) and/or the START DATE.

6.2 When BUYER requests a variation, SUPPLIER shall as soon as possible and at latest within five (5) working days submit a written confirmation containing a description of the effects the variation will have on the PURCHASE ORDER PRICE, MILESTONE DATE(S), START DATE and technical specification. BUYER may require the submission of an estimate of the effects of a variation prior to ordering variations. SUPPLIER shall not initiate the variation in the SERVICES until BUYER has instructed SUPPLIER in writing.

6.3 Disagreement as to compensation payable in respect for a variation order shall not entitle SUPPLIER to delay the SERVICES and SUPPLIER shall implement the variation without awaiting the final outcome of the dispute.

7. Cancellation and suspension

7.1 BUYER reserves the right to suspend performance of or cancel the PURCHASE ORDER or any part thereof with immediate effect by written notification to SUPPLIER.

7.2 Except in case of suspension or cancellation due to SUPPLIER's breach of the PURCHASE ORDER, BUYER shall only pay for that part of the SERVICES already performed and shall pay substantiated costs reasonably incurred by SUPPLIER as a direct consequence of the suspension or cancellation.

- 7.3 Notwithstanding Article 7.2 above, in the event of BUYER's suspension or cancellation occurs twenty-eight (28) days or more prior to START DATE, SUPPLIER is not entitled to any compensation.
- 7.4 Except as provided herein, BUYER shall not be liable to SUPPLIER for any costs, damages or claims arising or related to a cancellation or suspension of the PURCHASE ORDER.

8. Purchase order price

- 8.1 The PURCHASE ORDER PRICE stated in the Purchase Order Form shall be considered as fixed unless otherwise stated in the PURCHASE ORDER.
- 8.2 In the event the PURCHASE ORDER PRICE is stated to be reimbursed according to agreed rates and prices, the rates and prices shall cover all the expenses that SUPPLIER incurs in connection with the SERVICES, and no additional amounts may be invoiced unless agreed in writing between BUYER and SUPPLIER.
- 8.3 The PURCHASE ORDER PRICE shall, unless otherwise specified in the PURCHASE ORDER, include without limitation:
- (a) All wages, including overtime payments, special supplements, subsistence and other compensation, and all personal taxes, social security contributions and other government levies payable with respect to such remuneration and allowances;
 - (b) Mobilisation, demobilisation and home travels;
 - (c) Public holidays;
 - (d) Holiday pay;
 - (e) Wage during illness and other leaves of absence;
 - (f) Insurance premiums and voluntary or obligatory pension contributions
 - (g) Employer's contributions and other applicable taxes and levies payable to public authorities;
 - (h) All fees to employer/employee organisations;
 - (i) Establishment and renewal of residence and immigration permits work permits, certificates, licenses, health/vaccination, certificates, etc.;
 - (j) Training in computer programs relevant for the SERVICES;
 - (k) Cost and time for applicable safety courses and training, hereunder
 - (l) All overhead or management fees;
 - (m) Risk and profit.

Unless otherwise stated in the PURCHASE ORDER, hourly rates shall apply both to normal time and overtime.

- 8.4 The PURCHASE ORDER PRICE shall not be subject to escalation unless otherwise stated in the PURCHASE ORDER.
- 8.5 PERSONNEL shall sign and submit timesheets as required by BUYER in the case of reimbursable SERVICES.

9. Terms of payment and audit

- 9.1 SUPPLIER shall invoice BUYER in accordance with the invoicing instructions in the PURCHASE ORDER. Invoices must be sent to the address stated in the PURCHASE ORDER and shall be marked with BUYER's name, the project name and Purchase Order Form number.
- 9.2 BUYER shall make payment within 30 days following the receipt of a correct invoice, provided that SUPPLIER's obligations under the PURCHASE ORDER have been fulfilled. BUYER may withhold any disputed or insufficiently documented amounts.
- 9.3 SUPPLIER shall submit a final invoice within 60 days after SUPPLIER's COMPLETION of the SERVICES.
- 9.4 SUPPLIER shall permit BUYER GROUP and CLIENT to carry out such audits and inspections as BUYER deems to be necessary including review of all data and records in connection with the SERVICES and all transactions related thereto and BUYER and/or its CLIENT shall have access to all information relating to the rates and prices as may reasonably be required to verify payments made to or by SUPPLIER under or pursuant to the PURCHASE ORDER.
- 9.5 BUYER GROUP is entitled to perform such audit during the period of the PURCHASE ORDER and for up to 2 years after the end of the year of COMPLETION. However, all records pertaining to tax claims asserted on SUPPLIER for which BUYER can be made jointly responsible shall be eligible for BUYER's audit until the particular claim can be declared finally resolved. No payment from BUYER shall affect BUYER's right to audit and inspect pursuant to Articles 9.4 and 9.5. If payments are proven incorrect, SUPPLIER shall promptly submit the corrected invoice.

10. Delivery and delay

- 10.1 Performance of the SERVICES shall take place according to the MILESTONE DATE(s). SUPPLIER shall mobilise on the agreed START DATE, and each of the SUPPLIER and the BUYER shall endeavour to provide the necessary resources, facilities and access to the SITE so that the SERVICES can be completed within such MILESTONE DATE(s).
- 10.2 As soon as SUPPLIER believes, or has grounds for believing, that its performance will be delayed, SUPPLIER shall immediately notify BUYER in writing of the delay, the cause thereof and the measures SUPPLIER will initiate in order to minimize the delay. SUPPLIER shall implement all necessary actions and bear all costs incurred to minimise the delay unless the delay is caused solely by BUYER. If SUPPLIER fails to notify BUYER or fails to provide such information as required in this Article 10.2, SUPPLIER shall pay all direct costs incurred by BUYER as a result of such failure.
- 10.3 If the SUPPLIER is not able to meet the START DATE, or the SERVICES or any part thereof is not ready for delivery on the MILESTONE DATE(S), or it is evident that the START DATE will not be met, or the SERVICES or any part thereof will not be ready on the MILESTONE DATE(S) otherwise than to the extent that any delay is caused by BUYER, BUYER shall be entitled to require the SUPPLIER to take measures at its expense to accelerate performance or to take over the incomplete or non-commenced SERVICES for completion by BUYER or a third party engaged by BUYER at SUPPLIER's risk and cost. SUPPLIER shall indemnify BUYER with respect to all additional costs resulting from the delivery in an incomplete state, including without limitation, the costs to complete the SERVICES.
- 10.4 In addition to BUYER's remedies in Articles 10.2 and 10.3, if SUPPLIER is delayed and deviates from any of the MILESTONE DATE(S) or the START DATE, BUYER is entitled to liquidated damages amounting to 0.5% of the total PURCHASE ORDER PRICE, per commenced calendar day. Such liquidated damages shall not exceed a cumulative amount of 20 % of the total PURCHASE ORDER PRICE.
- 10.5 BUYER AND SUPPLIER hereby agree that the liquidated damages are a genuine reasonable pre-estimate of the losses which may be sustained by BUYER in the event that SUPPLIER fails in its respective obligations

under the PURCHASE ORDER and shall not be claimed or construed as a penalty or other unenforceable sum.

- 10.6 The payment of any damages in this Article 10 shall not release SUPPLIER from its obligation to otherwise fully perform its obligations under the PURCHASE ORDER or limit any other remedy of BUYER in contract, law or equity.

11. Warranty and guarantee

- 11.1 SUPPLIER warrants and guarantees that, (i) it has performed and shall perform the SERVICES in accordance with the provisions of the PURCHASE ORDER, (ii) that the SERVICES will comply with all applicable laws and regulations, (iii) that the SERVICES shall be performed according to high standards of practice (iv) and, that if within twelve (12) months from COMPLETION of the SERVICES, or thirty (30) days after the BUYER's warranty obligations expire towards its CLIENT, whichever is later in time, the SERVICES are found in BUYER's sole reasonable opinion to be defective, inadequate or otherwise fail to meet the requirements of the PURCHASE ORDER, then SUPPLIER shall forthwith, on written notice from the BUYER, rectify the SERVICES at SUPPLIER's sole cost. If SUPPLIER fails to correct defective SERVICES or BUYER declines to allow SUPPLIER to perform the rectification of the SERVICES, then SUPPLIER shall pay to BUYER the reasonable costs incurred by BUYER for the corrective work.
- 11.2 If, pursuant to Article 11.1, SUPPLIER makes corrections as above, the provisions of this Article 11 shall then apply to said corrections for the greater of a period of twelve (12) months from the date of such corrections or to the end of the basic WARRANTY PERIOD as set forth in Article 11.1.
- 11.3 BUYER is entitled to claim compensation for any damages and losses suffered due to defects notified by BUYER to SUPPLIER. Notwithstanding this, the provisions of this Article 11 shall not limit SUPPLIER's liability under any provision of this PURCHASE ORDER and shall be in addition to any rights BUYER may have in contract, equity or law.

12. Default

- 12.1 In this Article 12 an "Event of Default" shall mean any situation whatsoever where SUPPLIER fails in any way to fulfil its obligations pursuant to the PURCHASE ORDER or is liable for the maximum of any limitation of liability hereunder or becomes insolvent or stops its payments.
- 12.2 If an Event of Default occurs, BUYER may choose one or more of the following alternatives:
- (a) Demand a new performance of the SERVICES (partially or wholly),
 - (b) Demand a price reduction,
 - (c) Suspend SUPPLIER's performance of the PURCHASE ORDER,
 - (d) Terminate the PURCHASE ORDER for default,
 - (e) Claim compensation for losses directly related to the breach,
- 12.3 In the event of termination due to SUPPLIER's default, SUPPLIER is only entitled to be credited that part of the PURCHASE ORDER PRICE which relates to SERVICES completed in compliance with the PURCHASE ORDER. In the event of termination, SUPPLIER shall return all BUYER INFORMATION and handover all DOCUMENTS at their current state at the time of termination and shall ensure that BUYER has the full unrestricted title and use of all DOCUMENTS. All costs related to the aforementioned termination shall be borne by the SUPPLIER, and any amount so credited to SUPPLIER shall be set off against BUYER's costs related to the termination.
- 12.4 BUYER's rights pursuant to this Article 12 are without prejudice to any other rights or remedies BUYER may have in contract or at law.

13. Force majeure

- 13.1 Neither of the parties shall be considered in breach of an obligation to the other under the PURCHASE ORDER to the extent that the party can establish that fulfilment of the obligation has been prevented by FORCE MAJEURE.

The party invoking FORCE MAJEURE shall, as soon as possible, notify the other party in writing of the FORCE MAJEURE situation, the cause of delay and the presumed duration thereof.

- 13.2 For the purposes of the PURCHASE ORDER, a FORCE MAJEURE situation shall include, but not be limited to, (i) war, (ii) nuclear disaster, (iii) unusually severe natural disasters, including earthquakes, catastrophic floods, hurricanes and typhoons, but excluding weather conditions less severe than the aforementioned, (iv) organized strikes at a national level, excluding strikes related to the activity of SUPPLIER GROUP, (v) maritime or aviation disasters, (vi) pandemics.

Provided always that the FORCE MAJEURE occurrence is beyond the control of the party affected and that such party could not reasonably have foreseen such occurrence at the time of entering into the PURCHASE ORDER and could not reasonably have avoided or overcome it or its consequences.

- 13.3 Each party is entitled to terminate the PURCHASE ORDER by written notice to the other party if the FORCE MAJEURE situation continues, or it is obvious that it will continue, for more than 60 days. SUPPLIER shall return all BUYER INFORMATION and handover all DOCUMENTS at their current state at the time of termination. SUPPLIER is entitled to the unpaid balance due to SUPPLIER for that part of the SERVICES already performed prior to the occurrence of the FORCE MAJEURE situation and SUPPLIER shall ensure that BUYER has full unrestricted title for the same.

- 13.4 In the case of FORCE MAJEURE, each party shall cover its own costs resulting from the FORCE MAJEURE situation.

14. Liability

- 14.1 SUPPLIER shall defend, indemnify and hold BUYER GROUP harmless from and against any claim, howsoever arising, concerning:

- (a) Personal injury to or loss of life of any PERSONNEL of SUPPLIER GROUP, and/or
- (b) Loss of or damage to any property of SUPPLIER GROUP.

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of BUYER GROUP.

- 14.2 BUYER shall defend, indemnify and hold SUPPLIER GROUP harmless from and against any claim concerning:

- (a) Personal injury to or loss of life of any employee of BUYER GROUP, and/or
- (b) Loss of or damage to any property of BUYER GROUP in so far as the same are related to or used in connection with the PURCHASE ORDER.

This applies regardless of any form of liability whether strict or by negligence, in whatever form, on the part of SUPPLIER GROUP.

- 14.3 SUPPLIER shall defend, indemnify and hold BUYER GROUP harmless from and against any loss of or damage to the DOCUMENTS prior to COMPLETION unless attributable to the acts or omissions of the BUYER GROUP

- 14.4 SUPPLIER shall defend, indemnify, and hold BUYER GROUP harmless from any and all liability for death, disease or injury to any third party and loss of or damage to any third party property and against all claims, losses, damages, costs and expenses (including legal fees) resulting therefrom, arising out of the SERVICES.
- 14.5 BUYER shall defend, indemnify and hold SUPPLIER GROUP harmless from BUYER GROUP's own indirect losses and damages, and SUPPLIER shall defend, indemnify and hold BUYER GROUP harmless from SUPPLIER GROUP's own indirect losses and damages. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of either party. Indirect losses and damages according to this provision include but are not limited to: loss of earnings, loss of business opportunity, loss of profit, and loss of production by the PERMANENT WORKS.
- 14.6 For the sake of clarity and the purpose of this Article 14, BUYER GROUP and SUPPLIER GROUP shall also include the employees and agents of the companies included within the BUYER GROUP and the SUPPLIER GROUP.

15. Insurance

- 15.1 SUPPLIER shall procure and maintain at SUPPLIER's expense, and for the duration of the PURCHASE ORDER, all necessary insurances required for and adapted to the operations for the performance of the SERVICES covering the liabilities assumed under the PURCHASE ORDER, hereunder including but not limited to:
- (a) Workers compensation and/or employer's liability insurance covering personal injury to or death of personnel of SUPPLIER GROUP to the minimum value required by any applicable legislation or, if greater in sum, GBP 1,000,000 per occurrence.
 - (b) General third party and products liability insurance covering all liabilities in respect of property damage and personal injury arising from the activities of SUPPLIER GROUP in relation to the PURCHASE ORDER, with a minimum limit of not less than GBP 1,000,000 per occurrence and in the aggregate for products liability.
 - (c) Motor liability insurance in compliance with statutory requirements for not less than the amount required by any applicable legislation.
 - (d) All risks insurance covering physical loss or damage to SUPPLIER GROUP's construction plant, machinery and equipment, for the full replacement value of the property.

SUPPLIER's liability is not limited to the cover under any insurance policy.

- 15.2 All such insurances (i) shall be placed with reputable and substantial insurers, satisfactory to the BUYER, (ii) shall for all insurances be primary to all other policies (including deductibles or self-insurance), (iii) shall not seek contribution from or be in excess of any other insurance maintained by BUYER GROUP and (iv) shall (other than for employers liability insurance/workers compensation referred in Article 15.1 (a)) and include the BUYER GROUP as an additional insured to the extent of the liabilities assumed by the SUPPLIER under the PURCHASE ORDER. SUPPLIER shall further ensure that the insurance company waives all rights of subrogation and/or contribution against BUYER GROUP and the CLIENT. Whenever requested by BUYER, SUPPLIER shall provide an insurance certificate documenting that the relevant insurance requirements are fulfilled. In the event that SUPPLIER has breached its obligation to insure, BUYER may consider this an Event of Default or procure the requisite insurance at SUPPLIER's cost.

16. No waiver

- 16.1 No waiver by BUYER of any breach of any of the terms and conditions of the PURCHASE ORDER shall be construed as a waiver of any subsequent breach whether of the same or of any other term or condition hereof. No waiver shall be validly made unless made in writing.

16.2 No failure or delay on the part of BUYER to exercise any power, right or remedy under this PURCHASE ORDER shall operate as a waiver thereof nor shall any single or partial exercise by the BUYER of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

17. Intellectual property rights

17.1 All intellectual property rights in the DOCUMENTS and SERVICES developed by SUPPLIER or its subcontractors in connection with the SERVICES or otherwise arising out of the SERVICES shall be the property of BUYER.

17.2 SUPPLIER shall grant to BUYER and CLIENT and to anyone authorised by BUYER and CLIENT an irrevocable, transferable, royalty-free, world-wide, non-exclusive license to all intellectual property rights which are under, or which prior to delivery of the SERVICES come under, SUPPLIER's control, to the extent necessary for BUYER, CLIENT and CLIENT's partners to utilise the SERVICES including for engineering, procurement, construction, installation, use, operation, maintenance, modification and repair of the SERVICES and DOCUMENTS. Said license can be assigned to any end user of the SERVICES upon the same terms and at no cost to BUYER.

17.3 SUPPLIER shall indemnify and hold harmless BUYER GROUP and CLIENT against any claims by third parties resulting from infringement or alleged infringement of patent or other intellectual property rights, in any jurisdiction, as a direct result of the performance of the SERVICES except to the extent such infringement occurs as a direct and unavoidable result of SUPPLIER's use of BUYER INFORMATION or SUPPLIER's compliance with the written instructions of BUYER.

18. Confidentiality

SUPPLIER shall keep confidential all BUYER INFORMATION and DOCUMENTS and all information arising out of the PURCHASE ORDER that by its nature is confidential, including the terms of the PURCHASE ORDER and shall only use it for the purpose of the performance of the SERVICES. SUPPLIER shall not divulge to a third party the said information without the written consent of the BUYER, except to the extent such information:

- (a) Is already known to the SUPPLIER at the time the information was received, and/or
- (b) Is or becomes part of the public domain (except by default of the SUPPLIER), and/or
- (c) Is rightfully received from a third party without an obligation of confidentiality, and/or
- (d) Is required to be disclosed by law.

If any portion of the information which is to be kept confidential as aforesaid falls within any one of the above exceptions, the remainder shall continue to be subject to the restrictions of this Article 17.

19. Corporate social responsibility, anti-corruption and fair competition

19.1 Each party shall uphold the highest standards of business ethics and corporate code of conduct in the performance of this PURCHASE ORDER. Furthermore, each party by entering into this PURCHASE ORDER confirms that it will act in compliance with applicable labour standards, anti-discrimination rights and fundamental human rights norms as described in the Universal Declaration of Human Rights.

19.2 Each party agrees that they will not, directly or indirectly take part in any action that constitutes bribery, corruption or trading in influence pursuant to laws and regulations applicable to this PURCHASE ORDER, the SERVICES or either the BUYER GROUP or the SUPPLIER GROUP. SUPPLIER warrants and represents that, in connection with the SERVICES covered by this PURCHASE ORDER, SUPPLIER has not made or offered and will not make or offer any payment, gift, promise or other advantage or anything of value, whether directly or through intermediaries, to or for the use of any public official, where such payment, gift, promise or advantage would violate the principles identified in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the Convention on the fight against corruption involving officials of the European Communities or officials of the Member States of the European Union, or that would violate any

national anti-corruption laws that might apply to this purchase order, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, which includes bribery of private individuals.

- 19.3 Each party agrees to act in a fair and ethically justifiable manner in accordance with applicable competition rules.

20. Health, safety, environment and security

- 20.1 Each party confirms upon entering into this PURCHASE ORDER that it will act and exercise such PURCHASE ORDER in compliance with the highest standards of health, safety, environment and security.
- 20.2 SUPPLIER shall give top priority to safety during the performance of the SERVICES in order to avoid loss or harm to any person, property or environment. SUPPLIER shall have a documented, implemented and auditable Health, Safety, Environment and Security (HSES) management system for the SERVICES to be performed according to applicable laws and regulations where the SERVICES is performed. SUPPLIER's HSES management system shall have a level of standard that is no less stringent than and in strict compliance with BUYER's HSES policy. BUYER shall have the right to perform quality audits of the SUPPLIER's HSES management system.
- 20.3 Where the SERVICES are performed at a SITE controlled by BUYER or a third party, the PERSONNEL shall inform themselves of the HSES regulations applicable at the SITE including without limitation emergency evacuation procedures. The PERSONNEL shall also inform themselves of the identity of the person with HSES responsibility for the SERVICES and the part of the PERMANENT WORKS to which the SERVICES relate.
- 20.4 If a situation arises at any SITE which endangers or is likely to endanger the safety of any person, or the operations being conducted at the SITE, the PERSONNEL observing such situation shall take such immediate action as is reasonably necessary to avoid injury or loss of life.
- 20.5 SUPPLIER shall immediately and not later than within twenty-four (24) hours, notify BUYER of any fatal or severe safety incidents occurring and directly related to the performance of the SERVICES.

21. Miscellaneous

21.1 ENTIRE AGREEMENT

The PURCHASE ORDER constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes all prior agreements, promises, correspondence, discussions, representations and understandings relating to the SERVICES, except those expressly set forth herein.

Other conditions shall not apply to the PURCHASE ORDER unless BUYER has accepted these in writing. In the event that SUPPLIER fails to return a signed PURCHASE ORDER to BUYER prior to or upon commencement of the SERVICES, said commencement of SERVICES by SUPPLIER shall be deemed to constitute acceptance by SUPPLIER of the PURCHASE ORDER issued by BUYER. The headings herein are included for reference only and shall not be used in the interpretation of this PURCHASE ORDER.

21.2 ASSIGNMENT

BUYER is entitled to assign, novate or otherwise transfer his rights and obligations under the PURCHASE ORDER, fully or partly, to any affiliates or any third parties. SUPPLIER may not assign, novate or otherwise transfer his rights and obligations under the PURCHASE ORDER without BUYER's prior written consent.

21.3 THIRD PARTY RIGHTS

Except as expressly provided in the PURCHASE ORDER it is agreed that the PURCHASE ORDER is not intended to and does not give any person who is not a party to this PURCHASE ORDER any rights to enforce any provision contained herein.

21.4 APPLICABLE LAW AND RESOLUTION OF DISPUTES

Unless expressly agreed otherwise by the parties, the PURCHASE ORDER and any non-contractual obligations arising out of or in connection with it shall be construed in accordance with English law.

Disputes arising in connection with or as a result of the PURCHASE ORDER, and which are not resolved by mutual agreement, shall be settled by Court proceedings and the parties submit to the exclusive jurisdiction of the English Courts. The parties shall act and handle the dispute in an amicable manner.