

NXNGEN GROUP

STANDARD CONDITIONS OF PURCHASE FOR THE SUPPLY OF EQUIPMENT, MATERIAL AND SERVICES

- 1. DEFINITIONS**

The PURCHASER means the NXNGEN Group entity stated on the Purchase Order.

The PURCHASER GROUP means individually and/or collectively PURCHASER, including its partners, parents, subsidiaries and Affiliated Companies, agents, representatives, other subcontractors of any tier of PURCHASER (excluding the SUPPLIER'S Group), PURCHASER'S client, contractor and their respective employees, servants, officers and directors successors and all their subrogees.

The SUPPLIER means the person, company, organisation or other legal entity to whom the Purchase Order is addressed.

The PRICE means the total value specified in the Purchase Order.

The GOODS and/or SERVICES means all the work and all of the services to be performed together with the equipment and material which are the subject matter of the Purchase Order.

The PROPERTY means the goods, materials and equipment owned, purchased either wholly or in part, rented, leased, loaned or in the legal custody of the PURCHASER or SUPPLIER.
- 2. ENTIRE AGREEMENT**

This Purchase Order, including any special conditions, these standard conditions, the specifications, drawings or other documents referenced therein or attached hereto, constitute the entire agreement between the PURCHASER and SUPPLIER. Any terms and conditions of the SUPPLIER whether contained in the SUPPLIER'S tender, bid or any other document shall be null and void. These conditions and this Purchase Order shall be deemed to be accepted by the SUPPLIER upon the earlier of their acknowledgement of this order in writing or the SUPPLIER'S commencement of any work, including but not limited to the ordering of materials, in relation to the GOODS or SERVICES. No change, amendment or modification to the Purchase Order will be valid unless made in writing and signed by a duly authorised representative of the PURCHASER. In case of inconsistency between the documents SUPPLIER shall revert to PURCHASER for written clarification.
- 3. SCOPE OF WORK**

a. The SUPPLIER shall manufacture, supply and deliver all the GOODS and perform all the SERVICES together with any other work required or necessarily implied by the Purchase Order strictly in accordance with the Purchase Order together with any specifications and drawings furnished or approved by the PURCHASER.

b. Where the specification indicates that the GOODS or SERVICES are required for a particular purpose, the SUPPLIER warrants that its acknowledgement of the Purchase Order and/or drawing drafted or approved by the PURCHASER shall not relieve the SUPPLIER of this or any other responsibility.

c. GOODS delivered in excess of the quantity ordered may, at the PURCHASER'S option, be rejected and returned at the SUPPLIER'S expense.

d. The GOODS and SERVICES together with all required or necessarily implied work shall be complete in all respects (except in respects expressly excluded by the Purchase Order or the specification). If any detail shown on any drawings are omitted from the specification or vice versa, the SUPPLIER shall, notwithstanding such omission, supply such detail and shall be deemed to have adhered to the same in its work.

e. All GOODS shall be new and unused and shall be designed and manufactured in accordance with this Purchase Order. Where no Standards or Codes of Practice are specified, the GOODS, SERVICES and all associated workmanship shall be in accordance with the generally accepted codes of practice for the industry concerned in the place of manufacture, destination for the GOODS, or England and Wales whichever is the higher.

f. Unless otherwise stated on the Purchase Order, the SUPPLIER shall be responsible for complying with all customs regulations relating to the Purchase Order and/or materials and/or SERVICES.

g. The SUPPLIER shall maintain such records and provide documentation as may be required to satisfy customs authorities as to the usage, disposal and/or re-export of equipment and/or materials provided for the GOODS and/or SERVICES. In the event of failure of the SUPPLIER to comply, the SUPPLIER shall be liable for and shall indemnify, defend and hold harmless PURCHASER from any resulting fines, penalties, costs and/or any loss of importation bonds.
- 4. PRICE AND PAYMENT**

a. The PRICE for the GOODS and/or SERVICES shall constitute the total payment to SUPPLIER for such GOODS and/or SERVICES and shall include, unless otherwise expressly stated, all costs, delivery charges, taxes, duties, fees or charges of any kind and accruing in respect of the GOODS or SERVICES during the performance of the Purchase Order.

b. Payment will be made in accordance with the applicable provisions of the Purchase Order or in the absence thereof within 60 days either of the month of delivery/acceptance of the GOODS or SERVICES, receipt of a properly drawn invoice or receipt of an approved certificate of valuation in respect of the SERVICES whichever is the later.

c. Submitted invoices shall separately state:

 - the relevant Purchase Order number;
 - a specification and any adjustment due for value added tax, sales tax or any other similar levy chargeable upon the supply of good and services; and
 - any such particulars as may be required by PURCHASER

d. Each invoice must be accompanied by such documents as may be required by PURCHASER and shall include, but not be limited to, copies of delivery/receipt, working orders signed for completion and letters/protocols of acceptance.

e. Each and every invoice must be presented to PURCHASER within 3 (three) months after completion. The SUPPLIER will not be entitled to any payment of invoices presented to PURCHASER after that date and all rights to payment shall expire as per that date.

f. PURCHASER shall have the right to offset any amounts owed to it by SUPPLIER against any invoices issued, if the outstanding amount owed to PURCHASER exceeds the value of issued invoices. Such amount shall be considered a debt from SUPPLIER to PURCHASER.
- 5. SUB-ORDERS**

a. The SUPPLIER will not sub-let or sub-contract any part of the Purchase Order without the PURCHASER'S prior written consent. Such sub-letting or sub-contracting will not relieve the SUPPLIER of its obligations under the Purchase Order.

b. The SUPPLIER will ensure that the sub-contractors, the special conditions (if any) and all specifications, drawings and other applicable documents and the rights of the PURCHASER are incorporated into each sub-order or sub-contract.

c. The SUPPLIER will supply an unpriced, certified copy of each sub order or sub-contract to the PURCHASER immediately it has been issued.
- 6. SECURITIES/ COLLATERAL WARRANTY**

a. The PURCHASER may at any time require the SUPPLIER to execute a Parent Company Guarantee from an entity acceptable to the PURCHASER to guarantee the obligations and any arising liabilities under the Purchase Order and/or Payment Bank Guarantee on terms and in a form acceptable to the PURCHASER.

b. Where the Purchase Order so requires, it will not be obliged to pay any amounts due under the Purchase Order until such guarantee(s) are duly executed and delivered to the PURCHASER.

c. The SUPPLIER shall execute a collateral warranty in favour of its authorised sub-contractor or sub-supplier a collateral warranty in a form satisfactory to the PURCHASER in favour of the PURCHASER. Its client or any ultimate beneficiary or end-user of the GOODS or SERVICES warranting such sub-contractor's or sub-SUPPLIER'S performance of the obligations of the SUPPLIER under the provisions of this Purchase Order.
- 7. DRAWINGS**

a. In the event of any apparent inconsistency, inaccuracy or ambiguity in the specifications, drawings or other documents provided by the PURCHASER pursuant to the execution of the Purchase Order, the SUPPLIER will notify the PURCHASER immediately and obtain instructions in writing before proceeding with the item in question.

b. The SUPPLIER will provide, at no extra cost to the PURCHASER, detail drawings and other documents as set out in the Purchase Order and or as may reasonably be required by the PURCHASER from time to time.

c. The PURCHASER has the right to approve such detail drawings and other documents but such approval shall not relieve the SUPPLIER of any of his responsibilities under the Purchase Order.

d. No deviation from or modification to drawings approved or approved by the PURCHASER will be made by the SUPPLIER without the prior written agreement of the PURCHASER.
- 8. EXPEDITING, INSPECTION AND TESTING**

a. The PURCHASER may be subject to such expediting, inspection and testing before, during or after manufacture as the PURCHASER in its discretion shall reasonably require.

b. The PURCHASER and its authorised representatives or customers shall have access at all reasonable times to the PURCHASER'S premises or those of its subcontractors to expedite, inspect and test the GOODS or otherwise audit or inspect the SERVICES.

c. The SUPPLIER will give the PURCHASER at least seven (7) days notice in writing when any part of the GOODS, or where appropriate the SERVICES, is ready for inspection or test. The SUPPLIER, at his own cost, will provide all tools, instruments, apparatus, equipment, facilities, services and material for carrying out such tests.

d. The PURCHASER will have full power to reject all or any portion of the GOODS or SERVICES that he considers defective or inferior in quality of material, workmanship performance or design. The SUPPLIER, at his expense, will immediately replace the rejected portion, unless in the PURCHASER'S opinion said portion can be reworked fit for use.

e. No inspection or test, or the absence thereof will relieve the SUPPLIER of his responsibility under the Purchase Order for the adequacy of the GOODS or SERVICES whether or not witnessed by the PURCHASER or their authorised representatives.
- 9. PROTECTION AND PACKING**

a. The SUPPLIER shall provide suitable protection and packaging for the GOODS to ensure their safe delivery in accordance with the Purchase Order.

b. The GOODS shall be stored and protected against theft and/or storage prior to use.

c. Any special storage or handling instructions or requirements should be specifically drawn to the PURCHASER'S attention in writing. The cost of such protection and packing is deemed included in the PRICE.

d. All packing cases / drums shall be deemed to be non-returnable unless otherwise stated in the Purchase Order.
- 10. DELIVERY**

a. The time for delivery of the GOODS or performance of the SERVICES is of the essence in this Purchase Order.

b. The GOODS, SERVICES and all required or necessary documentation shall be completed and delivered by the Delivery Date stated in and in full accordance with the Purchase Order.

c. GOODS delivered must be identified with the Purchase Order number, Item Number; Part Number and quantity of material delivered.

d. The SUPPLIER shall not without the consent of the PURCHASER deliver any part of the GOODS before the Delivery Date.
- 11. FORCE MAJEURE AND EXTENSIONS OF TIME**

a. Subject always to the PURCHASER'S rights under Articles 10 and 19, delays in delivery due to demonstrated causes beyond the SUPPLIER'S control such as defaults of the PURCHASER or acts of God, acts of civil or military government, fire, national strike, flood, epidemic, war, riots or civil commotion, shall be the subject of an extension to the Delivery Date as the PURCHASER deems reasonable provided that the SUPPLIER has given the PURCHASER written notice of delay within five days of its commencement.

b. The extension to the Delivery Date shall not be greater than the time reasonably and actually lost by the SUPPLIER as a result of the delay.
- 12. PROPERTY AND RISK**

a. Risk in the GOODS will pass from SUPPLIER to the PURCHASER on delivery in accordance with the Purchase Order. However the SUPPLIER will remain liable for all damage and loss arising due to defective packing, protection or labelling.

b. Property in the GOODS and all materials provided by the SUPPLIER for inclusion in the GOODS will vest in the PURCHASER when such GOODS or material are so allocated to the Purchase Order or when paid for, wholly or in part, whichever is the earlier, but for the avoidance of doubt, payment or part or whole of the consideration by PURCHASER will not allocate the SUPPLIER'S obligations to the PURCHASER.

c. The SUPPLIER will mark such material as the property of the PURCHASER but it will remain at the SUPPLIER'S risk until delivered in accordance with the Purchase Order.
- 13. FREE ISSUE MATERIAL**

a. Where the PURCHASER issues materials free of charge to the SUPPLIER to be incorporated in the GOODS or in respect of which SERVICES are to be performed by the SUPPLIER such materials will remain the property of the PURCHASER.

b. The SUPPLIER will maintain and protect all such materials in good order and conditions and will use such materials solely in connection with the Purchase Order.

c. Loss or waste of, or damage to such material arising while it is in the SUPPLIER'S possession will be made good by the SUPPLIER at his own expense.

d. All surplus materials will be disposed of at the PURCHASER'S discretion.

e. The SUPPLIER will mark such material as the property of the PURCHASER.
- 14. GUARANTEE**

a. The SUPPLIER guarantees the GOODS or SERVICES against all defects in design (including but not limited to the SUPPLIER'S responsibility to design or verify the design of the GOODS or SERVICES under the terms of the Purchase Order), manufacture, materials and workmanship and shall indemnify the PURCHASER against all claims arising in connection with such defects.

b. The period of 12 months from the date on which the plant into which the GOODS are incorporated or SERVICES have been performed is brought into operation, or 36 months from delivery of the GOODS or completion of the SERVICES in accordance with the Purchase Order whichever first occurs, any part of the GOODS or SERVICES are found defective in design or manufacture or materials performance or workmanship, the SUPPLIER will correct such defect free of charge and shall be deemed hereby to have provided a new guarantee on identical terms in respect of such GOODS or SERVICES.

c. The SUPPLIER will reimburse the PURCHASER for all costs and expenses incurred by the PURCHASER in connection, directly or indirectly, with: the removal, replacement or repair of defective GOODS; the removal replacement or repair of goods or work that is defective as a consequence of the SERVICES not being performed in accordance with the requirements of this Purchase Order; and the re-performance or substitution of defective SERVICES.

d. In the event that the Purchase Order relates to a quantity of identical items, the SUPPLIER shall be required to correct the defect or deficiency in all GOODS supplied, irrespective of whether such defect or deficiency has shown itself in just one or all of the GOODS.

e. If the SUPPLIER fails to rectify defects promptly after receiving written notice from the PURCHASER, then without prejudice to the SUPPLIER'S responsibilities and liabilities under the Purchase Order the PURCHASER may arrange to carry out the necessary remedial work himself. In such event the PURCHASER will be entitled to recover from the SUPPLIER all costs incurred directly or indirectly in the course of such remedial work, including but not limited to the cost of dismantling, re-assembly and transportation of goods that are affected by the defect (including but not limited to the GOODS) and the actual cost of having the SERVICES performed other than by the SUPPLIER.

f. The SUPPLIER'S liability during the guarantee period will not then appoint, the SUPPLIER'S liability will not cease merely because notice of the defect is not given to the SUPPLIER within such period.
- 15. LIENS & CLAIMS**

a. SUPPLIER shall not place a claim in lien, or cause any other party to place a claim or lien over the PROPERTY of the PURCHASER.

b. SUPPLIER further warrants that this clause shall survive and take precedence over any other clause that purports to remedy which may be taken by the SUPPLIER, its agents, associates, suppliers or affiliates.
- 16. PATENT RIGHTS**

a. The SUPPLIER shall fully indemnify the PURCHASER against liability for all claims whatsoever and however arising from any infringement or alleged infringement of letters patent, trade mark or name, copyright or other protected rights in respect of the GOODS and/or SERVICES, or any arrangement, system or method of using, fixing or working used by the SUPPLIER or his sub-contractors in carrying out the Purchase Order or as a result of the PURCHASER'S use or possession of the GOODS or SERVICES.

b. All fees, royalties and other payment due to any entity in respect of such protected rights aforesaid whether payable in one sum or otherwise shall be included by the SUPPLIER in the PRICE and shall be paid by him to those to whom they are due or payable. The SUPPLIER shall indemnify and defend the PURCHASER in connection with the PURCHASER in respect of such fees, royalties and other payments due which are made against the PURCHASER and which are directly or indirectly connected with this Purchase Order.

c. If any claim is made or action brought against the PURCHASER in respect of any such matters aforesaid the PURCHASER shall have the right to require the SUPPLIER to provide such assistance as the PURCHASER deem necessary.

d. All costs and expenses incurred by the PURCHASER and/or the SUPPLIER in connection with such claims shall be borne by the SUPPLIER.

e. It, because of any infringement or alleged infringement of any protected rights as stated in the GOODS or SERVICES, or any part thereof, cannot be used by the PURCHASER for all of the purposes for which they are intended, then the SUPPLIER shall, at his own expense, modify, re-perform or otherwise replace the GOODS or SERVICES in question so that they can be used.
- 17. PURCHASER'S RIGHTS IN SPECIFICATIONS, DRAWINGS ETC**

a. Except where the subject matter of the Purchase Order is to produce such materials, in which event they shall be the property of the PURCHASER, all specifications, drawings, patterns or designs shall remain the SUPPLIER'S property and the PURCHASER shall remain the property of the SUPPLIER but the SUPPLIER shall hereby grant to the PURCHASER a free non exclusive licence to use all or any of the same for the purpose of maintaining the GOODS or otherwise repairing the same following expiry of the guarantee period in Article 14.

b. Any information derived from 17.a or otherwise communicated to the SUPPLIER by the PURCHASER in connection with the Purchase Order will be kept strictly confidential by the SUPPLIER and will not be published or disclosed by the SUPPLIER to any third party, or made use of by the SUPPLIER (except for the purpose of implementing the Purchase Order). Where the defect has arisen during the guarantee period, the SUPPLIER shall be deemed to have breached the PURCHASER'S prior written consent.

c. All specifications, drawings, patterns or designs and all rights therein prepared by the SUPPLIER under the Purchase Order will become the property of the PURCHASER as soon as they have been prepared and will be handed over to the PURCHASER on completion or termination of the Purchase Order.

d. All patterns, drawings, tools, other equipment, material or information provided by the PURCHASER for the execution of the Order shall remain PURCHASER'S property and shall not be used for any other purpose without express agreement in writing by PURCHASER and such are to be kept confidential and returned expeditiously to PURCHASER upon completion of the Order.
- 18. HEALTH AND SAFETY**

a. The SUPPLIER shall provide full information regarding the use for which the GOODS have been designed or SERVICES performed, and any restrictions and safeguards which should be observed in all stages of their operation.

b. The SUPPLIER will provide and fit all warning notices to protect against any safety hazards or Government regulations or laws. The SUPPLIER will provide adequate safety mechanisms, alarms and stopping or production necessary to protect operating personnel.

c. The SUPPLIER will indemnify the PURCHASER against liability for all claims whatsoever and however arising in contract, tort (including negligence) or otherwise which are made against the PURCHASER and which are, directly or indirectly, connected with the SUPPLIER'S failure to comply with his obligations under Article 18.

d. The SUPPLIER shall comply with each health and safety provision having the force of law which is relevant to the supply or use of the GOODS.
- 19. SUPPLIER'S DEFAULT**

a. If the PURCHASER has reasonable evidence:

 - of the SUPPLIER'S liability to deliver the GOODS or SERVICES in accordance with the Purchase Order;
 - the SUPPLIER fails promptly to correct any defect or deficiency in such GOODS or SERVICES; or
 - the SUPPLIER, in the PURCHASER'S opinion, is not making sufficient progress to ensure completion by the delivery date stated in the Purchase Order;

b. The SUPPLIER has refused to carry out the reasonable instructions of the PURCHASER;

c. The SUPPLIER has breached any provision of the Purchase Order, then in each or any of these events the PURCHASER may give the SUPPLIER written notices of default.

d. The SUPPLIER has not made good the default (or taken all reasonable steps towards making good the default) within the five (5) days following the date of issue of such written notice of default, the PURCHASER shall without prejudice to any other of its rights under this Purchase Order be entitled to terminate the Purchase Order in whole or in part.

e. If the PURCHASER terminates this Purchase Order in whole or in part, the PURCHASER shall be entitled to obtain at his election either the GOODS or SERVICES or those GOODS or SERVICES which were to be supplied under the terminated portion of the Purchase Order from any other source. The SUPPLIER shall indemnify the PURCHASER for all additional costs incurred by the PURCHASER in connection with such termination.

f. If the PURCHASER exercises his power to terminate the Purchase Order he shall be entitled to enter the SUPPLIER'S premises and, notwithstanding any lien, to take possession of and remove therefrom all GOODS or SERVICES, whether complete or not, which are or have become the property of the PURCHASER pursuant to the Purchase Order. The cost to the PURCHASER of so doing shall be repaid to him by the SUPPLIER or shall be deducted by the PURCHASER from any money due from the PURCHASER to the SUPPLIER under his or any other Purchase Order.

g. The PURCHASER shall pay or allow to the SUPPLIER any amount by which the value of GOODS which have become the property of the PURCHASER in the possession of the PURCHASER exceeds the total amount paid by the PURCHASER on account of the PRICE.

h. The SUPPLIER shall, in each of his sub-orders, reserve for himself the same rights as are reserved for the PURCHASER by this Article 19 and shall procure that the benefit of such rights shall be assigned to the PURCHASER and shall immediately assign such benefit when required by the PURCHASER to do so.
- 20. TERMINATION**

a. Notwithstanding the preceding Article, the PURCHASER may cancel the Purchase Order in whole or part at any time by giving notice in writing to the SUPPLIER and without giving any reason.

b. In the event of termination under this or the preceding Article 19 the SUPPLIER will immediately stop performance of the Purchase Order including those parts (or the part in question) being performed under sub-orders and at the PURCHASER'S option, assign all outstanding sub-orders to the PURCHASER.

c. The PURCHASER may terminate this Purchase Order at any time by giving notice in writing to the SUPPLIER and without giving any reason, if the PURCHASER or other items associated with the Purchase Order in their then current state of completion, d. The PURCHASER will not be liable for any work done or expense incurred by the SUPPLIER after the date of termination, unless such work or expense has been authorised in advance by the PURCHASER in writing.

e. In the event of termination under this Article 20 the PURCHASER will pay the SUPPLIER for all work done up to the date of termination as well as any other substantiated costs reasonably incurred by the SUPPLIER in connection with the prompt termination of performance. However, under circumstances shall the total of the sums payable by the PURCHASER to the SUPPLIER under this paragraph exceed the PRICE.
- 21. BANKRUPTCY AND INSOLVENCY**

a. If the SUPPLIER shall become bankrupt or insolvent; or have a receiving order made against him; or compound with his creditors; or being a corporation commences to be wound up (such winding up not being voluntary for the purpose of reconstruction or amalgamation whilst solvent); or carry on its business under an administrative receiver for the benefit of its creditors or any of them; or have an administrator appointed; or have any distress levied on the GOODS the PURCHASER shall be at liberty at his option to terminate the Purchase Order forthwith by notice in writing to the SUPPLIER or to the administrative receiver, liquidator, administrator or to any person in whom the Purchase Order may become vested, or give such administrative receiver, liquidator, administrator or other person the option of carrying out the Purchase Order subject to his providing a guarantee for the date and faithful performance of the order up to an amount to be agreed.

b. If the PURCHASER exercises his power to terminate the Purchase Order under this Article 21 he will be entitled to enter the SUPPLIER'S premises and, notwithstanding any lien, take possession of and remove therefrom all the GOODS or SERVICES, whether complete or not, and the PURCHASER in their current state of completion which are or have become the property of the PURCHASER pursuant to the Purchase Order. The cost to the PURCHASER of so doing will be repaid to him by, or on behalf of, the SUPPLIER.

c. The SUPPLIER will reserve for himself in each of his sub-orders the same rights as are reserved for the PURCHASER by this Article 21 and will ensure that the benefit of such rights will be assignable to the PURCHASER. The SUPPLIER shall effect such assignment immediately at the PURCHASER'S request.
- 22. VARIATIONS**

a. The PURCHASER has the right during the execution of the Purchase Order, by notice in writing to direct the SUPPLIER to add or omit, or otherwise vary the GOODS or SERVICES.

b. The SUPPLIER will carry out such variations and be bound by the same condition, as though the PURCHASER had issued such instructions in writing to the SUPPLIER.

c. Where the SUPPLIER receives any such instructions which would occasion an alteration to the PRICE or delivery date then the SUPPLIER will advise the PURCHASER in writing within seven days giving the total PRICE of such alterations and any change in the Delivery Date.

d. The SUPPLIER shall not be entitled to vary the priced variation will be carried out and will confirm his instructions in writing to the SUPPLIER.

e. Where the parties do not agree on the price of any variation, and where no rates by which to price the variation exists in the Purchase Order, the PURCHASER shall pay the SUPPLIER a reasonable amount.

f. The SUPPLIER will take no action in performing the variation in question until such instructions have been given by the PURCHASER.
- 23. TECHNICAL ASSISTANCE**

a. The SUPPLIER shall, in respect of the GOODS or SERVICES the SUPPLIER agrees to provide technical advisers as necessary to assist the PURCHASER during installation, commissioning or testing of the GOODS or any other goods or thing in respect of which the SERVICES were to be performed.

b. The extent and any additional terms and conditions respecting the provision of such technical services will be set forth in the Purchase Order.
- 24. ASSIGNMENT**

a. The SUPPLIER shall not assign all or any part of this Purchase Order.

b. The PURCHASER may, at any time, assign this Purchase Order in whole or in part.
- 25. LIABILITY (THE SUPPLIER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)**

a. The SUPPLIER shall indemnify, defend and hold harmless the PURCHASER GROUP for and against and all liability, claims, loss, costs, expense, damage, whatsoever and however incurred, by or for the PURCHASER or otherwise suffered by the PURCHASER GROUP, whether in contract, law (including negligence or otherwise) arising from the acts, omissions, fault, breach, performance, non-performance or otherwise of SUPPLIER, its employees, consultants and/or agency personnel, arising under or in connection with the Purchase Order.

b. The SUPPLIER shall not be liable to the PURCHASER but shall be liable to SUPPLIER for any kind of indirect or consequential damages, including but not limited to any loss of profit, loss of product or production, loss of contracts, loss of revenue and loss of reputation or goodwill.
- 26. AUDIT**

a. In the case of reimbursable contracts only for the duration of this Purchase Order (including any extension of it) and for three (3) years thereafter, the SUPPLIER shall maintain full records of all financial matters connected with the performance of this Purchase Order (and all amendments thereto) and at any time during such period the PURCHASER may enter the SUPPLIER'S premises and any such records.

b. For the purposes of such audit, the PURCHASER may take copies of any such records and shall be entitled to require a certificate from the SUPPLIER in respect of anything contained in such records.
- 27. APPLICABLE LAWS & DISPUTE RESOLUTION**

a. This Purchase Order shall be enforced, construed and interpreted in accordance with the laws of England and Wales and the SUPPLIER and PURCHASER hereby agree that the English law shall apply and shall govern this Purchase Order to the exclusion of any other court.

b. For GOODS provided and/or SERVICES carried out within the United Kingdom, both Parties shall have a right to refer any difference or dispute arising under or in connection with the Contract to adjudication and the procedure set out in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (or any amendment or re-enactment thereof for the time being in force) will apply. The specified nominating body to select adjudicators shall be the Construction Plant-hire Association acting by its President or Chief Executive for the time being. The Parties shall comply forthwith with any decision of the adjudicator.

c. For GOODS provided and/or SERVICES carried out outside of the United Kingdom, any dispute or claim arising under or in connection with this Purchase Order, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this condition. The number of arbitrators will be three. The seat, or legal place, of arbitration will be London, Court of International Arbitration, London, UK. The language to be used in the arbitral proceedings will be English. The decision will be binding and final for both parties.
- 28. SUPPLIER'S CONDITIONS OF SALE**

The SUPPLIER'S conditions of sale shall not form part of the Purchase Order.
- 29. AS AGENT ONLY**

In circumstances where the PURCHASER shall act as agent only. In such circumstances, the principal shall be identified on the Purchase Order schedule.
- 30. INTELLECTUAL PROPERTY**

a. Any concept, design or (other) intellectual property rights, including but not limited to any patents, trade secrets, know-how, design rights, design rights, know-how, models, trademarks and trade secrets or rights in Confidential Information, whenever and however arising, for their full term and including any applications divisions, reissues, re-examinations, continuations, continuations-in-part and renewals thereof ("Intellectual Property Rights"), arising from the GOODS and/or SERVICES shall vest solely with PURCHASER. SUPPLIER shall provide all reasonable assistance in assigning such rights to PURCHASER. The Parties agree that nothing in the Purchase Order shall be deemed to grant SUPPLIER any license or any other rights to any current or future intellectual property rights of PURCHASER.

b. If SUPPLIER incorporates its own Intellectual Property Rights in the GOODS and/or SERVICES, it grants PURCHASER GROUP an irrevocable, perpetual, worldwide, non-exclusive and transferable license to use these rights without any limitation.

c. SUPPLIER is responsible for ensuring that the GOODS and/or SERVICES do not infringe the Intellectual Property Rights of Third Parties. SUPPLIER shall indemnify, defend and hold harmless PURCHASER GROUP and its clients against any and all such claims and costs which may be made against PURCHASER GROUP, or its clients, including but not limited to legal fees in defending such claims.
- 31. ANTI-BRIBERY & CORRUPTION**

SUPPLIER herewith acknowledges that in carrying out its business activities it complies with all applicable rules and regulations, the generally accepted standards of business ethics and conduct, and in particular that:

 - i) it abides by the principles of the OECD Convention on Combating Bribery in International Business Transactions, as well as the relevant applicable law resulting from such convention including, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act;
 - ii) in private business dealings with the public or government sector it does not, directly or indirectly, give, offer or agree to offer, or receive, any bribe or commit or attempt to commit any other corrupt act anywhere in the world;
 - iii) it shall not offer, promise or give a financial or other advantage and request, or agree to receive, or accept a financial or other advantage.
- 32. INSURANCE**

a. The SUPPLIER shall maintain in full force and effect adequate insurances against its legal and contractual liabilities assumed under this Purchase Order, with the exclusion of any recourse against PURCHASER and PURCHASER GROUP.

b. When the SERVICES includes the construction and/or transportation of GOODS, SUPPLIER shall provide: i) a Construction All Risk insurance to cover the GOODS up to the full new replacement value of the GOODS and up to and including the moment of acceptance of the GOODS by PURCHASER; and/or ii) a transport insurance covering the full value of the GOODS being transported for the full duration of the transport up to and including acceptance of the GOODS by PURCHASER. PURCHASER shall be assured under this construction All Risk and/or transport insurance with the exclusion of any recourse against PURCHASER and PURCHASER GROUP.