

CONDITIONS OF PURCHASE ORDER

1. DEFINITIONS

1.1 "The Company" means the Kilnbridge Group company identified in the Purchase Order as the purchaser of the Product(s) and includes any successor in title.

1.2 "The Supplier" means the person, firm or company to whom the Purchase Order is addressed and issued.

1.3 "The Contract" means the agreement made between the Company and the Supplier for the supply and/or purchase of the Product(s), in accordance with the terms of the Purchase Order and these Conditions of Order.

1.4 "The Purchase Order" means the Company's order for the Product(s) issued to the Supplier.

1.5 "The Product(s)" means the goods, services, plant or equipment specified in the Purchase Order.

2. FORMATION OF CONTRACT

2.1 These Conditions of Order (the "Conditions") together with the Purchase Order will constitute the terms of the Contract and shall apply to the exclusion of any terms and conditions which the Supplier seeks to impose or incorporate, whether contained in any quotation, acknowledgement, acceptance, delivery note, invoice or other document.

2.2 The Supplier shall be deemed to have accepted the Purchase Order and these Conditions upon the earlier of:

2.2.1 written acceptance of the Purchase Order; or

2.2.2 commencement of manufacture, procurement, performance, supply or delivery of any Product(s) under the Purchase Order.

2.3 No variation to the Purchase Order or these Conditions shall be effective unless agreed in writing by an authorised representative of the Company.

2.4 Where the Company and the Supplier have entered into a separate written framework agreement, master supply agreement or other written agreement governing the supply of the Product(s), that agreement shall prevail to the extent of any inconsistency. Subject to the foregoing, the order of precedence shall be:

2.4.1 the Purchase Order;

2.4.2 these Conditions; and

2.4.3 any specification or other document expressly incorporated into the Purchase Order.

3. PRICE, QUANTITIES AND ORDER VALUE

3.1 The Supplier shall not exceed the quantities and/or value(s) stated on the order without receipt of an addendum order issued by the Company. The Price to be paid for the Product(s) shall be that stated in the Purchase Order and/or to be calculated in accordance with the rates therein and shall not be amended except in accordance with these Conditions of Order. Where the Purchase Order makes provision for variation of the Price, no increase in the Price will be effective unless and until the Supplier gives and the Company receives notice in writing of the grounds which will result in the increase. Any increase shall only be valid when confirmed in writing by the Company. On receipt of the notice, the Company may terminate the Contract by written notice to the Supplier within 28 days of receipt of the notice of the increase and the Contract shall be terminated without further liability on either party but without prejudice to any antecedent breach of contract. Any notice from the Supplier shall be sent to the Head Office of the Company.

4. PAYMENT

4.1 No claim for payment shall be valid unless supported by an official purchase order (with the order number indicated clearly on the Supplier's invoices) and related delivery note(s), service sheet and/or timesheet, signed by an authorised person appointed by the Company. Any delay in providing these details will result in a delay in payment but no prompt payment discount or turnover rebate shall be lost by the Company by reason of the Supplier's delay. Payment will usually be made at the end of the month following the month in which the Product(s) were invoiced.

5. DELIVERY

5.1 Deliveries will not be accepted outside of the Company's normal site working hours without the prior written agreement of the Company. It is the Supplier's responsibility to ascertain the working hours of any particular site.

5.1.1 The Supplier shall ensure that all deliveries are made in accordance with the instructions, requirements and information specified in the Purchase Order and any accompanying documentation issued by the Company.

5.2 The Product(s) must be accompanied by an advice/delivery note stating the relevant order number, a full description, the quantity and the delivery address. This is to be confirmed with a clear signature, together with the printed name of an authorised person appointed by the Company. In the event of there being a dispute concerning delivery, the failure by the Supplier to produce such a signed note shall then be conclusive evidence that the Product(s) have not been delivered or provided. The signing of a delivery note, service sheet or timesheet is proof of Product delivery only.

5.2.1 The Supplier shall retain proof of delivery for all Product(s) supplied under the Contract and shall provide copies to the Company upon request. No invoice shall be valid unless supported by such proof of delivery where reasonably requested by the Company.

5.3 Unless otherwise stated in the order the Product(s) must be supplied, delivered and off-loaded, carriage paid, at times and in a position directed by the Company at the Supplier's risk.

5.4 Any risk of future loss or damage to the Product(s) unless due in whole or in part to the act, neglect, omission or error of the Supplier (when the risk shall not so pass) and the property in the Product(s) shall pass to the Company upon

completion of unloading and in accordance with the requirements (if any) of the Purchase Order and the due signing of the delivery note, but:

5.4.1 Product(s) delivered in a damaged condition shall be replaced immediately without charge.

5.4.2 Property and any risk of loss or damage to Product(s) not in accordance with the Purchase Order shall not pass. The Company shall give notice within a reasonable time of any discrepancy or damage (as to which no duty of inspection shall be owed) and the property and risk therein shall remain with the Supplier.

5.4.3 Where the Product(s) are packaged or wrapped then the acceptance of the Product(s) will not be made until the Company has actually inspected and accepted them.

5.5 The Supplier shall provide proper off-loading instructions, and the Company will, at its discretion, provide reasonable assistance in the unloading of Product(s).

5.5.1 All delivery vehicles shall be provided with suitable and secure means of access to the rear of the vehicle or trailer and shall be fitted with appropriate guard rails, safety rails or equivalent edge protection where required to ensure safe unloading and compliance with applicable health and safety requirements.

5.6 Once the property in the Product(s) passes to the Company then the Supplier shall have no title or interest therein at law or in equity.

6. PROGRAMME AND DELAYS

6.1 The time requirements for delivery specified in the Purchase Order shall be strictly complied with and shall be of the essence of the Contract. If no times are specified, then the Supplier shall, within seven (7) days of notification by the Company, agree to the Company's reasonable programme for delivery. If agreement is not reached, the Company may terminate the Contract and shall pay the Supplier only a fair price for the Product(s) delivered and used by the Company. Should the Company need to amend the time requirements for delivery, the Supplier shall use its best endeavours to comply with such amendments.

6.2 The Supplier shall notify the Company in writing immediately upon becoming aware of any actual or potential delay which could affect the agreed delivery date, programme or performance of the Purchase Order. Such notification shall identify the cause of the delay, its anticipated duration and impact, and the measures being taken by the Supplier to prevent, mitigate or recover the delay.

6.3 The giving of any notice under clause 6.2 shall not relieve the Supplier of any obligation or liability under the Contract.

7. LIEN AND SET OFF

7.1 The Supplier shall not have any lien or any right to retain the Product(s) for any sums due by the Company to the Supplier under the Contract or any other contract.

7.2 The Company reserves the right to deduct from or set off against any monies due to the Supplier for any loss, damage, expense or cost which the Company shall reasonably estimate in writing that the Supplier will be liable to pay the Company under the Contract or any other contract.

8. SUPPLIER'S LIABILITY

8.1 The Supplier shall be liable to the Company for and will indemnify the Company against all liabilities, demands, losses, damages, costs, claims expenses and interest made against, suffered or incurred by the Company arising out of any breach or non-performance of the Contract or any negligence of the Supplier.

8.2 The Supplier shall make good, by replacement or otherwise, all defects in the Product(s) and shall bear all expenses incurred by the Company as a consequence of such defects.

8.3 The Company reserves the right to terminate the Contract at any time and, in this event, provided that the termination is not by reason of the Supplier's default, the Supplier shall be entitled to be paid for the Product(s) actually supplied and/or work actually executed at the date of such determination. The Supplier shall not be entitled to any damages or other compensation by reason of such determination.

9. FORCE MAJEURE

9.1 In the event of the Supplier being unable to obtain delivery of raw materials from any available source, or in case the Supplier is unable to make delivery or the Company is unable to accept delivery under the Contract, owing to strike, lock out, fire, storm, tempest, flood, action of the Monarch's enemies, riot or civil commotion the Company may suspend the Contract by giving notice in writing to the Supplier to that effect. The Supplier, as a condition of this Contract, shall within five (5) days of such happening first occurring give notice in writing to the Company with full particulars. If the circumstances leading to the suspension of the Contract continue for not less than one (1) month from the date of suspension the Company may, by written notice sent to the Supplier, cancel the Contract without penalty and without prejudice to any right of the Company subsisting at the date of cancellation.

10. VARIATIONS

10.1 The specification and quantities within the Purchase Order may be subject to alteration by the Company and at its sole discretion. The Supplier will act upon any such variation as soon as it is received by them.

10.2 Where quantities within the Purchase Order are not materially amended, the rates contained in the Purchase Order shall continue to apply.

11. SUPPLIER WARRANTY

11.1 Notwithstanding anything contained in this Contract, the Supplier hereby warrants and undertakes that:

11.1.1 The Product(s) shall be fit for the purpose for which they are supplied;

11.1.2 The Product(s) supplied shall conform in all respects with any samples supplied and no such Product(s) shall vary from the sample unless expressly agreed in writing between the Company and the Supplier;

11.1.3 The Product(s) supplied shall be of good quality and free from defects in design, materials and workmanship;

11.1.4 Upon delivery the Supplier shall pass to the Company a good, unencumbered title to the Product(s);

11.1.5 The Product(s) supplied do not infringe any intellectual property right of any third party;

11.1.6 All Product(s) shall comply with the latest editions of all relevant British Standards, European Standards, Codes of Practice and any other relevant standard applicable to the Product(s), which the Company would reasonably expect the Product(s) to comply with;

11.1.7 The Supplier must ensure that all Product(s) will be free from any hazard to safety or health in normal use. Before delivery, the Supplier must notify the Company, in writing and in good time, of any inherent hazard or defect together with any health and safety precaution that should be taken. The Supplier is to provide site management, at the time of delivery, a copy of the hazard data sheets relating to the Product(s) being supplied in full compliance with C.O.S.H.H. Regulations;

11.1.8 The Supplier shall provide all goods, materials, components, accessories, documentation and ancillary services reasonably necessary for the Product(s) to be complete, compliant with the Purchase Order, fit for their intended purpose and capable of being used as required by the Company, whether or not every such item is expressly identified in the Purchase Order;

11.1.9 The Supplier shall provide all certification, declarations, test records, technical information and other documentation reasonably required by the Company in relation to the Product(s);

11.1.10 Where timber or timber-based products are supplied, the Supplier shall ensure that such Product(s) comply with any FSC, PEFC, UKTR or other chain of custody requirements specified in the Purchase Order or applicable project requirements and shall provide supporting evidence upon request; and

11.1.11 Where steel, reinforcement, concrete or other construction materials are supplied, the Supplier shall ensure that such Product(s) comply with any responsible sourcing requirements specified in the Purchase Order or applicable project requirements, including ESWI, BES 6001, ISO 20400 or any equivalent standard, and shall provide supporting evidence upon request.

11.2 Unless otherwise specified in the Purchase Order, the Supplier shall, at its own cost, promptly repair, rectify or replace any Product(s) which are found to be defective or fail to comply with the Contract within twelve (12) months of delivery, commissioning or acceptance, as applicable.

11.3 Any Product(s) repaired or replaced under clause 11.2 shall benefit from the warranty set out in clause 11.2 for the remainder of the original warranty period or twelve (12) months from completion of the repair or replacement, whichever is longer.

11.4 The rights and remedies set out in this clause are in addition to, and shall not limit, any other rights or remedies available to the Company.

12. DESIGN

12.1 The Supplier shall be liable to the Company for the design of the Product(s) to the extent that the Supplier has designed or will design the Product(s) including but without prejudice to the generality hereof: -

12.1.1 The design development of the Product(s).

12.1.2 The selection of goods and materials in relation to the Product(s).

12.1.3 The satisfaction of any performance specification or requirement expressed by, or referred to, by the Company or which may be inferred from a description of the Product(s) and the Supplier warrants to the Company that he has exercised and will continue to exercise in the design of the Product(s) all the reasonable skill, care and diligence to be expected of a competent professional designer who is experienced in carrying out such work for projects of a similar scope, complexity, nature and size to the project for which the Product(s) are intended.

13. INTELLECTUAL PROPERTY

13.1 All drawings, specifications, designs, data, documents and other materials supplied by the Company to the Supplier shall remain the property of the Company and shall be used solely for the purpose of performing the Contract.

13.2 To the extent that any drawings, designs, calculations, documents or other materials are specifically created by the Supplier for the Company under the Purchase Order, the Supplier grants to the Company an irrevocable, perpetual, royalty-free licence, with the right to sub-license, to use, reproduce and modify such materials for the purposes of constructing, completing, operating, maintaining, repairing or modifying the relevant works, project or Product(s).

14. SUPPLIER INSURANCE

14.1 The Supplier shall effect and maintain the following insurances:

14.1.1 Employers' Liability Insurance with an indemnity of not less than £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising out of one event.

14.1.2 Public Liability Insurance with an indemnity of not less than £5,000,000 (five million pounds) in respect of any one claim or series of claims arising out of one event..

14.1.3 Product Liability Insurance (where applicable) with an indemnity of not less than £5,000,000 (five million pounds) in respect of any one claim or series of claims arising out of one event.

14.1.4 Professional Indemnity Insurance in respect of any professional liability arising under the Contract that the Supplier may have, for design or otherwise,

with a minimum cover of £10,000,000 (ten million pounds) or such other agreed figure.14.2 The Supplier shall insure the Product(s) in respect of physical loss or damage until delivery for their full replacement value and such policy shall be endorsed to indemnify both the Company and the Supplier as principals.

14.3 The Supplier shall, upon request, provide the Company with certificates of insurance and such other reasonable evidence as the Company may require demonstrating that the insurance required under the Contract is current and maintained at the required levels.

15. TESTING

15.1 The Company and its authorised representatives may conduct tests and inspections at the Supplier's premises by appointment prior to despatch of the Product(s).

15.2 The Supplier shall make available all relevant manufacturing, quality, testing and conformity records reasonably required by the Company in connection with any such tests or inspections.

15.3 No inspection, testing, approval, acceptance, use or payment by the Company shall relieve the Supplier of its obligations under the Contract or constitute acceptance of any defect or non-conformity that was not reasonably apparent at the time of inspection or delivery.

16. DEFECTIVE OR NON-CONFORMING PRODUCT(S)

16.1 Where any Product(s) do not comply with the Contract, the Company may, at its option and without prejudice to any other rights or remedies:

16.1.1 reject all or any part of the Product(s);

16.1.2 require the Supplier to repair, rectify or replace the Product(s) at the Supplier's cost;

16.1.3 require the Supplier to re-perform any associated services;

16.1.4 require repayment of sums paid in respect of rejected Product(s);

16.1.5 rectify defects itself or procure replacement Product(s) or services from a third party and recover from the Supplier the reasonable additional costs thereby incurred; and/or

16.1.6 terminate the affected Purchase Order.

16.2 All reasonable costs of removal, collection, return, re-delivery, repair, replacement and re-performance arising from rejected, defective or non-compliant Product(s) shall be borne by the Supplier.

17. SUB-LETTING

17.1 The Supplier shall not sub-let the Purchase Order or any portion thereof without the prior written consent of a duly authorised officer of the Company.

18. EMPLOYER INSOLVENCY

18.1 In the event that the Company's Employer is insolvent the Company shall not be obliged, whether under the express or any implied terms of the Purchase Order or at common law or in any other way, to make payment as provided for by this Purchase Order except and to the extent that the Company shall have already received from the Employer an actual money payment which includes equivalent amounts which are directly attributable to the Purchase Order and which are due in respect thereof.

19. PLANT HIRE (when used as a plant hire order)

19.1 In addition to these terms, CPA terms and conditions current as at date of order will apply when hiring plant. Where there is a conflict between the CPA terms and conditions and these terms and conditions, the CPA terms and conditions will take precedence.

20. COMPLIANCE WITH LAWS

20.1 The Supplier shall at all times in connection with the Contract comply with all applicable laws, regulations, regulatory requirements, licences, permits, consents and legally binding requirements and shall ensure that its employees, agents and subcontractors do likewise.

20.2 The Supplier shall promptly notify the Company of any actual or suspected material breach of clause 20.1 which may affect its ability to perform the Contract or expose the Company or its clients to legal, regulatory or reputational risk.

21. WASTE AND MATERIAL REMOVAL

21.1 Where the order includes for waste removal of any type, the Supplier will comply with all applicable legislation and the requirements contained in the Kilnbridge document reference COM067 Particular Terms for Muckaway which is available on request.

22. RIGHT TO WORK

22.1 The Supplier warrants that all personnel, agents and subcontractors engaged in providing the Product(s) have the legal right to work in the United Kingdom and that the Supplier has carried out appropriate right to work checks and obtained and retained copies of documentation evidencing such right.

23. SITE CONDUCT AND ANTI-HARASSMENT

23.1 The Supplier acknowledges that the Product(s) may be delivered to a site managed by the Company, the Company's client or a third-party main contractor (the "Site").

23.2 The Supplier shall ensure that all employees, agents, delivery drivers, logistics personnel, couriers and subcontractors (whether directly engaged by the Supplier or by a third-party) comply with a zero-tolerance approach to sexual harassment, bullying, discrimination, abusive language and other inappropriate behaviour whilst attending or working in connection with the Site or interacting with the Company's employees, agents, subcontractors or clients.

23.3 The Company, its client, or any applicable main contractor may refuse entry to, or require the immediate removal from the Site of, any person engaged by the Supplier whose conduct the Company, its client or the applicable main contractor reasonably considers to be inappropriate, unsafe or in breach of this Clause 23.

23.4 Where any person is removed or refused entry pursuant to clause 23.3:

23.4.1 the Supplier shall remain fully responsible for ensuring that the Product(s) are delivered and the Contract is performed in accordance with its obligations;

23.4.2 the Supplier shall bear all costs, redelivery charges, demurrage charges and other expenses arising from such removal or refusal of entry; and

23.4.3 the Company shall not be liable for any resulting delay, disruption, loss or damage.

23.5 Where the Supplier uses a third-party courier, haulier or logistics provider in connection with the Contract, the Supplier shall remain fully responsible for the acts and omissions of such provider and its personnel.

23.6 The Supplier shall indemnify the Company against any losses, damages, costs, expenses or liabilities arising from a breach of this Clause 23 by the Supplier or any person engaged by it.

23.7 Any breach of this clause shall constitute a material breach of the Contract entitling the Company to terminate the Contract immediately upon written notice and procure alternative supplies at the Supplier's expense.

23.8 The Supplier shall notify the Company immediately, and in any event within twelve hours, of becoming aware of any allegation, incident or complaint relating to sexual harassment or other serious misconduct involving any person engaged by the Supplier in connection with the Contract.

23.9 The Supplier shall cooperate fully with any investigation carried out by the Company, its client or any applicable main contractor, including the provision of relevant information reasonably requested, subject to applicable law.

24. ANTI-BRIBERY, ANTI-CORRUPTION AND ANTI-TAX EVASION

24.1 The Supplier must at all times:

24.1.1 Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the Criminal Finances Act 2017;

24.1.2 Comply with the Company's anti-bribery and anti-corruption policies as published from time to time;

24.1.3 Commit to the prevention of any form of tax evasion in any areas of its business; and

24.1.4 Promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with this Contract.

24.2 The Company may terminate the Contract immediately if it believes the Supplier to be in breach of this clause 24.

25. HEALTH AND SAFETY

25.1 The Supplier shall comply, and shall ensure that its employees, personnel, agents and subcontractors comply with all applicable health and safety laws and regulations, including the Health and Safety at Work Act 1974 and the Construction (Design and Management) Regulations 2015, to the extent applicable to the Product(s) and the performance of the Contract.

26. ENVIRONMENTAL LAW

26.1 The Supplier shall comply, and shall ensure that its employees, agents and subcontractors comply, with all applicable environmental laws, regulations, permits and regulatory requirements relating to the manufacture, supply, transport, storage, handling and disposal of the Product(s).

27. CONFIDENTIALITY

27.1 The Supplier shall keep confidential and shall not disclose to any third party any commercial, financial, technical, operational, project, client or other confidential information obtained from or relating to the Company in connection with the Contract, except where required by law or with the Company's prior written consent.

27.2 The Supplier shall use such information solely for the purposes of performing the Contract and shall ensure that its employees, agents and approved subcontractors comply with equivalent confidentiality obligations.

27.3 The Supplier shall not use the Company's or its client's name, logo, project details, photographs or other information for advertising, publicity, social media or promotional purposes without the Company's prior written consent.

28. ANTI-SLAVERY AND ANTI-HUMAN TRAFFICKING

28.1 The Supplier acknowledges and agrees that the Company must satisfy the requirements of the Modern Slavery Act 2015 to ensure that it stops or prevents actual or potential slavery and human trafficking within the Company's own operations and through its supply chains. To support the Company's legal obligation, the Supplier shall:

28.1.1 Ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chains;

28.1.2 Implement appropriate due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its and/or their supply chains;

28.1.3 Ensure that it and each of its suppliers and subcontractors shall comply with the Company's policies and regulations regarding slavery and human trafficking;

28.1.4 Respond promptly to all slavery and human trafficking due diligence questionnaires issued by the Company from time to time and ensure that its responses to such questionnaires are complete and accurate;

28.1.5 Notify the Company within 24 hours of becoming aware of any actual or suspected instance of modern slavery, human trafficking, or forced labour within its operations or supply chain whatsoever. Failure to notify the Company within this period shall constitute a breach of contract; and

28.1.6 Respond promptly to the Company regarding any enquiries in respect to anti-slavery and anti-human trafficking and comply fully and promptly with any enquiries or investigation.

28.2 In complying with clause 27.1 above, the Supplier shall take appropriate account of any guidance or codes of practice issued by the relevant UK government department concerning the Modern Slavery Act 2015.

28.3 The Company may terminate this Contract by written notice with immediate effect if the Supplier or any member of the supply chain for the Supplier which has a connection with this Contract (whether or not acting with the Supplier's knowledge) breaches clause 28.1.

28.4 If the Company agrees that the Supplier may subcontract its obligations under this Contract, the Supplier shall implement an appropriate system of due diligence, audit, and training designed to ensure the subcontractor's compliance with the Modern Slavery Act and the Company's policies and regulations regarding slavery and human trafficking.

28.5 The Company reserves the right to suspend payments and terminate this Contract immediately and without liability if the Supplier or any party in its supply chain is found to be in non-compliance with modern slavery laws. In such an event, the Supplier shall be liable for all costs incurred due to the breach, including legal expenses, fines, and remedial actions.

29. RECORDS AND AUDIT

29.1 The Supplier shall maintain complete and accurate records relating to the performance of the Contract for a period of six (6) years following completion of the Contract.

29.2 Upon reasonable notice, the Supplier shall provide such information and records as the Company may reasonably require to verify amounts charged under the Contract or the Supplier's compliance with its obligations under the Contract.

29.3 The Company may, upon reasonable notice and during normal business hours, audit such records to the extent reasonably necessary to verify the matters referred to in clause 29.2.

30. LAW AND JURISDICTION

30.1 The Contract is made under and shall be construed in accordance with English Law, and the Supplier and the Company hereby agree to submit themselves to the jurisdiction of the Courts of England.

31. NOVATION

31.1 The Company may at its discretion novate this Contract to any company within the Kilnbridge Group without requiring the Supplier's prior approval. Following such novation the Company will be fully and completely released from all future obligations and liabilities under the Contract, these shall be assumed by the company receiving the novation. Any reference to the Company in this contract shall thereafter refer to the company receiving the novation. The Supplier agrees upon written request to promptly execute any novation agreement or documentation reasonably required by the Company to formalise novation.