

BUUK INFRASTRUCTURE No 2 LIMITED STANDARD TERMS AND CONDITIONS OF ORDER

1 DEFINITIONS

In these conditions, "BUUK" or "The Group" means BUUK Infrastructure No 2 Limited and its subsidiary companies, "the SUPPLIER" means the supplier named overleaf, "the GOODS" and "the SERVICE" mean any goods or services respectively as are to be supplied to the BUUK Group of companies by the Supplier pursuant to or in connection with this order ("the ORDER").

2. ASSIGNMENT & SUBCONTRACTING

The SUPPLIER shall not without the written consent of BUUK assign the benefit or burden of this ORDER or any part thereof. No subcontracting by the SUPPLIER shall in any way relieve the Supplier of or of its responsibilities under this ORDER.

3. PERFORMANCE - THE GOODS/SERVICES

3.1 The GOODS supplied in accordance with this ORDER shall:

- a) be of good and sound design, materials and workmanship;
- b) be of merchantable quality and fit for the purpose(s) for which they were supplied under the ORDER;
- c) conform as to description, specification and quantity with the particulars stated in the ORDER;
- d) comply with all statutory requirements and regulations applicable to the GOODS;
- e) be free from any defect in title.

3.2 The SERVICES supplied in accordance with this ORDER shall;

- a) be carried out with reasonable care and skill;
- b) be carried out within a reasonable time and within the time (if any) specified on the ORDER (time is of the essence),
- c) comply with all statutory/local authority/site and other regulations applicable to the SERVICES.

4. THE PRICE

4.1 The price detailed on the ORDER shall remain firm for the duration of the ORDER.

4.2 The SUPPLIER shall send a detailed price invoice, with VAT quoted separately, quoting the Order Number overleaf to: Finance Department, BUUK, Energy House, Woolpit Business Park Woolpit Bury St Edmunds Suffolk IP30 9UP.

4.3 Payment shall be made by BUUK within 28 days, or as stated in the SUPPLIER'S payment terms if longer than 28 days, of receipt of a correct invoice.

5. DELIVERY/COMPLETION OF ORDER

5.1 Unless otherwise stated on the ORDER all deliveries must be made to the delivery address stated on the front of this Purchase Order

5.2 Delivery shall be deemed to be made upon receipt of GOODS by any BUUK Group company premises or such other site as is stated on the ORDER in accordance with the ORDER.

5.3 The Services shall be considered complete when BUUK is satisfied that the SERVICES have been completed in accordance with the ORDER.

5.4 Where any access to BUUK Group premises is necessary in connection with delivery or installation the SUPPLIER shall at all times comply with the reasonable requirements of BUUK .

6. INSPECTION, REJECTION & GUARANTEE

6.1 The SUPPLIER shall permit the BUUK Group to make any inspections or tests that they may reasonably require and shall afford all reasonable facilities and assistance free of charge at its premises.

6.2 BUUK may by written notice to the SUPPLIER reject any of the GOODS/SERVICES which fail to meet the requirements specified in the ORDER. Such notice shall be given within a reasonable time after delivery/completion of the GOODS/SERVICES.

6.3 The SUPPLIER shall for 12 months following delivery of the GOODS/completion of the SERVICES promptly remedy any defects arising from faulty design, materials or workmanship.

7. RISK & PROPERTY

Without prejudice to the rights and obligations of the parties under the ORDER, the property (excluding the risk) in the GOODS or any part thereof shall pass to the BUUK Group on delivery but the risk shall not pass to BUUK until the GOODS have been fully paid for in accordance with the ORDER.

8. DAMAGE IN TRANSIT

The SUPPLIER shall free of charge and as quickly as possible either repair or replace (as BUUK shall elect) any GOODS damaged in transit or which having been placed in transit fail to be delivered to BUUK or one of the Group's subsidiaries. BUUK must give notice to the SUPPLIER that the GOODS have been damaged within thirty days of delivery.

9. LABELLING & PACKAGING

9.1 The GOODS shall be packed and marked in a proper manner and in accordance with the Group's instructions, any statutory requirements and any requirements of the carriers. In particular the GOODS shall be marked with the ORDER Number, and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.

9.2 All packaging materials will be considered non-returnable and will be destroyed unless agreed otherwise in writing.

10. PATENT RIGHTS AND INDEMNITY

10.1 It shall be a condition of this ORDER that, except to the extent that the GOODS are made up in accordance with designs furnished by the Group, none of the GOODS will infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and the Supplier shall indemnify BUUK against all actions, suits, claims, demands, losses, charges, costs, legal expenses and all other expenses which any Group company may suffer or incur as a result of or in connection with any breach of this Condition.

10.2 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the SUPPLIER by BUUK pursuant to this ORDER shall remain vested solely in BUUK.

11. HEALTH & SAFETY

The SUPPLIER represents and warrants to BUUK that the SUPPLIER has satisfied himself that all necessary tests and examinations have been made or will be made before delivery of the GOODS/SERVICES to ensure that the GOODS/SERVICES are designed and constructed so as to be safe and without risk to the health or safety of persons using the same, and that it has made available to BUUK adequate information about the use for which the GOODS/SERVICES have been designed and have been tested. The SUPPLIER shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Acts, orders, regulations and Codes of Practice relating to health and safety, to the extent that it applies to the SUPPLIER'S performance of this ORDER.

12. INDEMNITY

The Supplier shall be liable for, indemnify, defend and hold harmless BUUK from and against all losses, costs, and damages of every kind and nature, including legal expenses, in respect of:

- a) injury, sickness, disease or death of any person, including BUUK Group employees, and/or
- b) loss of or damage to any property, including BUUK's property, real or otherwise arising out of or in connection with the ORDER, unless directly caused by the negligence of the BUUK Group.

13. INSURANCE

The SUPPLIER shall effect and maintain adequate general third party public liability, product liability, professional indemnity and employer liability insurance to cover all its liabilities arising from this ORDER. The SUPPLIER shall provide evidence of such cover if requested.

14. CONFIDENTIALITY/DATA PROTECTION

The SUPPLIER shall keep confidential any information data or process connected with BUUK. The SUPPLIER shall not advertise or make any statement relating to the existence or performance of this ORDER without BUUK's prior written consent (which shall not be unreasonably withheld). The SUPPLIER shall conform fully with requirements of the General Data Protection Regulation 2018 to the extent that it applies to the SUPPLIER'S performance of this ORDER.

15. TERMINATION

- 15.1 Without prejudice to either party's other rights and remedies under this ORDER or at law, if either party is in breach of its obligations hereunder the other party may give the party in breach not less than 5 days written notice to rectify such breach and if such breach is not rectified within such period may terminate the ORDER or any part thereof. In the event of termination by BUUK under this subclause 15.1 BUUK may retain out of any amount due to the SUPPLIER under the ORDER an amount equal to any bona fide claim BUUK may have against the SUPPLIER arising out of such breach. BUUK shall not be liable to the SUPPLIER for any loss of contract, loss of profit or other consequential loss or damage howsoever caused.
- 15.2 Upon termination of the ORDER the SUPPLIER shall immediately and safely return to BUUK at its own cost all BUUK property and items listed under sub-clause 10.2 which the SUPPLIER may have in its possession.

16. GOVERNING LAW AND JURISDICTION

This ORDER shall be governed by and construed in accordance with the laws of England and Wales and subject to the jurisdiction of the English and Welsh courts.

17. ENTIRETY

The ORDER and any attachments referred to therein shall constitute the entire agreement between the parties and no other terms and conditions shall apply unless agreed in writing between the parties.

18. THIRD PARTY RIGHTS

Neither BUUK nor the SUPPLIER confers or purports to confer on any third party any benefit or any right to enforce any term of this ORDER under the Contracts (Rights of Third Parties) Act 1999.

19. WAIVER

Failure by BUUK to assert its rights under the ORDER shall not be deemed a waiver of such rights.

20. ANTI BRIBERY REQUIREMENTS

- a) The Supplier shall comply with all applicable anti bribery and corruption legislation including, but not limited to, the Bribery Act 2010 and any applicable European Union Directives. Any breach of this clause shall be deemed a material breach under this contract
- b) The Supplier shall ensure compliance with the BUUK Group Procurement Corporate Social Responsibility and Requirements for Suppliers, Contractor or Service Providers BK-PSC-PL-0068 available on our website www.bu-uk.co.uk
- c) Throughout the term of the contract the Supplier shall maintain and enforce its own policies and adequate procedures as defined in section 7(2) the Bribery Act 2010 (and any guidance issued under section 9) to ensure compliance with all applicable anti bribery and corruption legislation and any applicable European Union Directives.
- d) The Supplier shall use all reasonable endeavours to ensure that all persons associated with the Supplier (as defined by section 8 of the Bribery Act 2010) including any sub-contractors and suppliers comply with clauses a, b and c above

21. ANTI SLAVERY REQUIREMENTS

- 21.1 In performing its obligations under this Order, the Supplier will comply with the UK Modern Slavery Act 2015 and BUUK's anti-slavery and human trafficking policy.
- 21.2 The Supplier warrants that neither it nor any of its directors or employees have been convicted of any offence under the Modern Slavery Act 2015.
- 21.3 The Supplier will notify BUUK as soon as it becomes aware of any breach or potential breach of the Modern Slavery Act 2015 or any actual or suspected slavery or human trafficking.