BakerHicks.

Purchase Order Terms Page 1 of 1 F 54 038 Rev C

In these Conditions of Purchase Order the following definitions shall apply: Indemnity and Insurance The Seller shall indemnify and hold the Buyer harmless against any loss, damage, liability, cost, claims whether direct or indirect suffered by or brought against the Buyer arising from the Goods supplied or in any work carried out by the Seller under the Contract whether in respect of injuries to or death of any preson including employees of the Seller or satisfing price any property or in the performance of the Contract by the Seller or setting from any delect in the Goods provided that such loss, damage, liability, cost or claims does not arise from any regigience on the part of the Buyer, its employees, servants or agents. The Seller will as a times during the Contract amaritain adequate policies of insurance in respect of damages to or loss of of whether in whole or in part) the Good from the Contract amaritain adequate policies of insurance in respect of damages to or loss of of whether in whole or in part) the Good from the Contract. The Seller shall produce to the Buyer when required to do so the relevant policies of insurance and the receipt for current 1.1 1.2 1.3 1.4 ref means Bakerficks Ltd;
fer means the proxy with whom the Buyer has placed the Contract;
fer means the proxy with whom the Buyer has placed the Contract;
felds means the subject matter of the Contract,
feldscatfor includes the description of the Goods set out in the Contract, any drawings forming part of the Contract and any samples or patterns referred to in the Spacification* includes the description of the Godds set out in the Contract, any drawings forming part of the Contract and any samples or patterns referred to in the Contract.
The Contract* means the Buyer's enquiry, its Puchase Order and any supplement there to and the Seller's acknowledgement thereof (if any) but excluding any terms or conditions of contract in which the Seller's acknowledgement is made:

"the Purchase Order' shall mean the document issued by the buyer to the Seller defining the materials, goods and/or services to be provided together with any requirements. documents listed or referred to, and these conditions

"Conditions" means the terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions are set of the Buyer and The Seller.

The 'postal rule of acceptance' shall not apply

"Delivery Addrases" means the address stated on the Order.

A reference to one gender includes a reference to the other gender.

A reference to one gender includes a reference to the other gender.

Reass of Contract and the seller interpretation of these conditions.

Basis of Contract and acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.

No person is authorised by the Buyer to amend this Purchase Order or the Contract in the seller shall take precidence.

No person is authorised by the Buyer to amend this Purchase Order or the Contract in the purchase Order reference number and related delivery note signed by the authorised signed by the surforced signed by the surforced signed by the surforced signed by the Buyer Conditions the purchase Order reference number and related delivery note signed by the authorised signed or planta performance by the seller shall consistency of the Durchase Order by an official Purchase Order and Purchase Order and Purchase Order and Purchase Order premiums.
The seller shall at all times observe, perform and comply with all statutory and other obligations and shall indemnify and keep indemnified the Buyer from and against all or any breach or non-compliance with or non-performance of any such obligations. 13.3 1.7 1.8 1.9 The Buyer shall be netified to cancel the contract in respect of all or part of the Goods by giving notice to the Seller at any time up to 14 days before the due date for performance and/or delivery without any liability to the Seller.

The Buyer may immediately terminate the Contract by without notice to the Seller where the Seller is.

14.2.1 in breach of the terms of the Contract and where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice for requiring the breach to be remedied.

14.2.2 casses or threatens to case to carry on business;
14.2.3 proposes to compound with its creditors, applies for an interim order under Section 252 of the Insolvency Act 1986, has a bankruptcy petition presented against it, enters into voluntary or computery liquidation, has a receiver, an administration or administrative receiver appointed over all or any of its assets or takes or such as any similar or deallogues action in any plinted the without profucion to the rights and dulies of the Buyer accrued prior to termination. The conditions which expressly or implied have effect after termination shall continue to be enforcable notwithstanding termination. 14.1 14.2 14.3 Without prejudes to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Boyer.

(I) To reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full return for the Goods so returned shall be paid fortnimbly by the Seller;

(I) To reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full return for the Goods so returned shall be paid fortnimbly by the Seller;

(I) To give the Seller the opportunity at the Seller's expense site is fullified.

(I) To give the Seller the opportunity at the Seller's expense site is fullified.

(I) To give the Seller the opportunity at the Seller's expense sity work necessary to make the Goods comply with the Contract, and (If to Goods in the Seller's expense sity work necessary to make the Goods comply with the Contract.

If the Buyer specifies a required performance open contracts of the Contract.

If the Buyer specifies a required performance open cast ship is performance specification for the Goods, the Seller shall be deemed to have warranted that the goods will attain the required performance open contracts of the Contract.

If the Buyer specifies are caused performance open contracts of the Contract.

If the Buyer specifies are caused performance open contracts of the Contract.

If the Buyer specifies are caused performance open contracts of the Contract.

If the Buyer specifies are caused performance open contracts of the Contract.

If the Buyer is a sell times relying on the meaning of this clause. 15.1 it is a condition of the Contract that the Goods delivered by the Selter shall:

3.1 Correspond as to description, equally and conditions with the particulars stated or referred to in the Purchase Order.

3.1 2 Conform to any sample, pattern, and drawing or design approved in writing or supplied by the Buyer;

3.1 3.2 Go found materials and workmanship; 3.1.3 Be of sound materials and vortice management of the second process of the second p Confidentiality The Seller shall not, without the prior written approval of the Buyer take or knowingly permit to be taken by, employees, agents or third parties any photographs or video footage of the Site for use in any publicity or advertising or publish, whether alone or in conjunction with any other person, any articles, photographs, video footage or other illustrations or shall it impart to any publication, journal or newspaper or any radio or television programme or internet site or any other media of whatever nature any information regarding the Project. Time of Delivery and Vesting of Goods The time for delivery of Goods shall be of the essence. Unless agreed by the Buyer in writing Goods shall be delivered carriage paid, to the delivery address on the date or dates or within the period or periods stated in the Purchase Order, in either case during the Buyer's usual business hours or those hours stated within the Contract. Any revised delivery address, linnes and dates shall be instructed by the Buyer in writing. Time shall also be of the essence for any extension of time for delivery and or performance agreed by the Buyer.

If the buyer is a shall also be of the essence for any extension of time for delivery and or performance agreed by the Buyer.

If the buyer is usual buyer is a shall be instructed by the Buyer in writing. Time shall also be of the essence for any extension of time for each or any extension of the Buyer in writing. The shall also be of the essence for any extension of time for each or any extension of the Buyer in writing. The shall also be of the essence for any extension of time for each or any extension of the Buyer in writing Provision of Information and Compliance with Statute

Unless otherwise instructed, on arrival delivery drivers must report to the main site office to receive clear instruction on the location for the safe off-loading/loading of the goods under the approprise supervision. Where traffic management details will be given, drivers entering site areas must remain accompanied at all times. The minimum Personal Protective Equipment (PPC) to be worn will include safely heimets, high visibility vest. Hand and eye protection and safely footwear.

The safely in a material hazard data sheet. Hazard data sheets to Include details of alsh healing, storage, application and transportation and safely footwear.

The Safel's rishal deliver with seach corasignment of Goods such written information as may be reasonably necessary for the proper handling, use, installation, storage and maintenance of the Goods without risk of damage or injury in persons or properly. Where applicable in accordance with the current Chemicals (Hazard Information and maintenance) that Goods without risk or damage or injury in persons or properly. Where applicable, a suitable and sufficient risk assessment are management of Goods such written information as may be reasonably necessary for the proper handling, use, installation, storage and maintenance of the Goods without risk of seminage or injury in persons or properly. Where applicable, a suitable and sufficient risk assessment are management of the Contract and that all site notices and regulations are observed when making such deliveries to site, and loads loaded at site must comply with the requirements of the Contract and that all site notices and regulations are observed when making such deliveries or protecting up poods to from else carry all statutory documentation certifying their authority to underside the dulies necessary to filt the requirements of the Contract and that all site notices and regulations are observed when making such deliveries or protection of the site and allowed to operate p Provision of Information and Compliance with Statute 17.1 The Sailer is required to advise the Dayler chremith of any holiday closures and/or restrictions on the manufacture and delivery process that could impact upon the delivery dates of the Goods cordered.

If Goods are not delivered by the date lime, the Buyer may, without having any liability to the Seller, cancel in whole or in part the Cortract and shall be entitled to purchase replacement goods from an alternative source. The Seller shall be liable to the Buyer for all loss damage costs or expenses ("the Losses") incurred by the Buyer streng out of the Seller's failure to deliver the goods by the due time. The Seller advantages educated from the Buyer surfer any contract and shall be entitled to purchase replacement goods from an alternative source. The Seller shall be liable to the Buyer shall not be Losses in licenteed by the Buyer. The Buyer shall also be entitled to recover from the Seller any liquidated and ascentianced damages educated from the Buyer under any contract and any loss damage. Buyer shall also be entitled to recover from the Seller any liquidated and ascentianced damages deducted from the Buyer under any contract and any loss damage. Buyer shall also be entitled to recover from the Seller any liquidated and ascentianced damages deducted from the Buyer under any contract and any loss damage. Buyer shall also be entitled to the Buyer shall not pass to the Buyer shall not be Buyer shall not any shall not shall be come the Buyer's premises for all risks for an amount equal to 110% of their value. The Seller shall procure that the Buyer's interest is noted on such policy of insurance and hold any proceeds of such insurance on that the Buyer is any shall procure that the Buyer's interest is noted on such policy of insurance and hold any proceeds of such insurance on that the three property of the Buyer after loading by the Buyer's swhicle. A delivery note quot 17.2 17.3 17.4 4.6 4.7 17.8 the duyers want Contribut.

Buyer shall not be didiged to return to the Seller any packaging or packing materials for the Goods

Buyer shall not be didiged to return to the Seller any packaging or packing materials for the Goods

Buyer shall not be delivered by installments, the Contract will be treated as a single contribut and not severable.

The event that the Buyer packpones a delivery, the Seller agrees to store the Goods that would have formed the delivery at no cost to the Buyer for a period of up to The following third parties shall have the right to enforce the Buyer's right under the Contract 18.1.1 Am person employing the Buyer as their contractor; 18.1.2 The first purchaser or list tenant of the property in which the Goods are installed; 18.1.3 Am yearon providing finance in relation to a construction project in which the Goods are installed. Sac as alloresed porty shall have the right to enforce the terms of this control the first of the firs where payment (either in whole or in part) is made by the Buyer for the Goods prior to delivery or where the Buyer has supplied materials to be incorporated in the Goods to be supplied under the contract a Vesting certificate shall be provided by the Seller to the Buyer. The Vesting certificate shall include a list of all items and the value of each item.
The vested poods shall be set apart, properly stored, protected and insured against loss or damage howsoever arising. They shall be free of retention of title claims in respect of any third parties and the clearly and visibly marked to show

- they are for use on the contract states on the Purchase order

- their destination is the Site stated on the Purchase order 18.2 4.13 19. Sustainable Procurement - user describents in the bits stated on the Purchase order - shey and this property of the Bury - shey are this property of the Bury - shey are this property of the Bury - shey contain the Buyers order number - the contain the Buyers order number - the contain the Buyers or the shew of the Buyer shey are the shew of the Buyer to collect the materials or goods from their place of storage. In the event of barrybury, or a Receiver and Manager being appointed, unrestricted access is to be given to the Buyer to collect the materials or goods from their place of storage, in the event of any deficiency in the inventory the shortage will be made up from other stocks or the Contractor will deduct the cost of replacement from any mories outstanding. Where the order is for the supply and production of aggregates from inert waste and or the Seller is delivering Goods produced from inert waste the Seller shall comply with the requirements of the Buyers WRAP (Waste & Resources Action Programme) Quality Protocol. Failure by the Seller to comply with this Protocol may result in Goods being rejected with no consequence or it is being vite in Seller specials (bit in received to this Protocol and its implementation. A copy of this protocol is 19.1 being rejected with no consequence or labeling on the Buyer. Is a like owners responsaving a version of the Buyer of the Buyer of Sellers in minimizing adverse effects.

The Buyer in organization of Sellers in minimizing adverse effects.

The Buyer is organized that its operations diseably impact on the natural and human environment and actively seek the co-operation of Sellers in minimizing adverse effects.

The Buyer is organized that the sellers in the Buyer is of the Buyer is a seller of the Buyer is of the Buyer is a seller of the Buyer is of the Buyer in the Buyer is a seller of the Buyer is of the Buyer in the Buyer is a seller of the Buyer is of the Buyer in the Buyer is the Buyer is of the Buyer in the Buyer is a seller of the Buyer is of the Buyer in the Buyer is the Buyer is of the Buyer in the Buyer in the Buyer in the Buyer is of the Buyer in the Buyer in the Buyer is of the Buyer in the Buy 19.2 19.3 19.4 The Saler shall deliver the Goods to alse through the most economical and environmentally-friendly means practical (using flow emission vehicles / Duik deliveries where agreed / reduced distances).

As a signatory to the Montreal Protocol on Selectives the depotes the Course, Lapit Her Miglesty's Covenment is committed to the reaction of the production and As a signatory to the Montreal Protocol on Selectives the reduced the reduced the production and As a signatory to the Montreal Protocol on Selectives of the Selectives of the Montreal Protocol of the supplier must be reduced to provide the desiration of the Selectives of Studies (where a report is the only output).

Named substances: CFGS (CFC-11) CPC-212 (CFC-12) (CFC-All Goods shall be new, unless the Buyer has otherwise agreed in writing. The Buyer or his nominee shall have access to any premises at any reasonable time befrice delivery to inspect and test the Goods and shall all so have the right to inspect and test them before acceptance at the place of delivery. Such tests shall include any inspections as the Super may think it and shall not be inflined to quality assurance testing controls and inspections. All which testing any properties of the shall prove the shall not be inflined to quality assurance testing controls and inspections. All which testing all the shall prove the shall prove the shall give at least 7 days notice to the Buyer of his intention to carn out such inspection or test and the Duyer or his nominee shall be entitled to all which the shall give at least 7 days notice to the Buyer of his intention to carn out such inspection or test and the Duyer or his nominee shall be entitled to the shall give at least 7 days notice to the Buyer of his intention to carn out such inspection or test and the Duyer or his nominee shall be entitled to all the shall give at least 7 days notice to the Buyer of his intention to carn out such inspection. 19.5 19.6 19.7 Where all or any part of an order or batch of Goods fails to satisfy any of the conditions of the Contract relating to specification, quality, quantity, materials, workmanship and/or design the Buyer may at the Buyer's option reject either all of the order or batch of Goods or part of such order or delivery of Goods. At the Buyer's option, any Goods which are rejected shall be either replaced by the Seller within 3 days or the Buyer, may cancel whort islating to the Seller which called the contract relating to such rejected Goods and shall be entitled to a full refund of the price relating to such rejected Goods and shall be entitled to a full refund of the price relating to such rejected Goods and shall be entitled to a full refund of the price relating to such rejected Goods and shall be officially the Seller and shall be collected within 7 days of the Seller bendfall of collected within 7 days of the Seller bendfall of collected within 7 days of the Seller bendfall of collected within 7 days of the Seller bendfall of the collected within 7 days of the Seller bendfall of seller and the Seller and 6.3 19.8 rejection or size us study in surger or use price successful. On the study of the Select selection is clearly all loss damage expense and costs incurred by the Buyer which arise as a result of such defaults. The Select acknowledges that breaches of the Contract may lead to the imposition of liquidated and ascertained damages against the Buyer by the substrue ruder the main contract and the Buyer may suffer losses arising out of the prolongation or disruption of the contract which shall include but not be limited to its own losses and those of subcontractors engaged by the buyer Bribery Act 2010 Bribbry Act 2010
The Seller warrants that:
It is fully aware of the provisions of the Bribbry Act 2010 and that if has not and will not commit any act or omission which would place the Seller or the Buyer in breach of the Bribbry Act 2010, whether in connection with the Cortract or otherwise; and there is no outstanding investigation of it under any bribbry (egislation and in the last six years it has not been convicted of any offence under any bribbry (egislation can be not exceeded any settlement in relation to any selleged treach of any bribbry inequisiation, restanded any settlement in relation to any selleged treach of any bribbry inequisiation, restanded any settlement in relation to any selleged treach of any bribbry inequisiation, it will procure that each of its suppliers, agents or others performing services on its behalf complies with this clause; and it will report to Morgan Sindald Construction and Infrastructure Limited any supplier of any procure of any pribbry legislation, including any of its subcontractors or others performing services on its behalf, and co-operate with Morgan Sindald Construction and Infrastructure Limited and/or any regulator and/or prosecutor in The Seller shall be islate for, and indemnifies the Buyer against, any expense, labelity, loss, claim or proceedings whatsoever in respect of any breach by the Seller of the provisions of this clause. 20.1 The price for the Goods shall be as set out on the Buyer's Purchase Order and unless otherwise so stated shall be inclusive of all charges for packaging, packing, shipping or other import charges, carriage, insurance and/or delivery of the Goods and any duties imposs or levies other than the value added tax.

It is not not not considered that the state of the consideration of the con CE Marking (Construction Products Regulation 2011) As from 1 July 2013, it is the manufacturers' responsibility to ensure that construction products placed on the market in the UK and conforming to Annex ZA of a harmonised standard (hEN) or an ETA are accompanied by a DoP and have CE marking. Additional markings and marks may be permitted provided that:

a) they fulfill affected function from that of the CE marking b) are not liable to cause contains with it.

(a) do not reduce its legibility and velocities. 7.7 22 If any provision of the Contract is found by any court, tribunal or administralive body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable in shall (to the extent of such illegals), invalidity, voidness, voidability, unenforceability or unreasonableness) be deemed to be severable and the remaining provisions of the Contract shall continue in half once and effect.

If you have not a support of the service of the contract shall contract shall contract shall contract shall contract shall not shall be given the service shall not adapt yet regulations, the Buyer's alter ulso shall not shall 22.1 Set off The Buyer shall without projudice to any other right are remedy have the right to set off against any amount due to the Sellar any sum or sums which at the date of payment falling due and due and owing to the Buyer under not you control without converve thebene either the Buyer and the Seller for between they and any company, which is either a subsidiary of the Seller within the meaning of Section 756 of the Company's Act 1985 or which is an associated company of the Seller within the seller own or who will some or than 55% of the share capital. The Seller is not entitled to supported devirement of the Company as a result of any sumple goutstanding. The Seller shall not assign the Contract. The Seller may sub-let any part of the Contract if the Buyer so agrees in writing (such consent not to be unreasonably withheld) and will supply such copies of its Contract as the Buyer may require. The Buyer's agreement shall not relieve the Seller of any of his obligations under the 22.6 shall be appointed by the President of the Royal Institute of Chartered Surveyors and the adjudication shall be carried out in accordance with the Scheme for Construction. Contract (Engined & Welley) Regulations 1986 or way mandements thereto. The adjudication shall be brinding until finally agreed in writing between the parties or by (linguistion).

Neither the Salter nor the Buyer shall be liable for any failure or delay in performing under the Centact which arise from circumstances or occurrences beyond the respective party's reasonable control including but not limited to acts of God, affects, lock outs or other industrial disputes (other than involving either party's own workforce), war, riot, fire, flood, or any disaster affecting either the Buyer or the Salter.

The Seller shall in the performance of the Contract (an odditional cost to the Buyer) ensure compliance in all respects with relevant and brinding UK and Community Laws or any other regulation or by law from time to time in force which is or may become applicable during the period the Contract is in force.

OMM Information's certificate of conforming—in a call ordinary of the contract of the Contrac 9.2 Within 10 working days of a request to do so, the Seller shall obtain such warranties and guarantees from their Suppliers in such form as the Buyer may stipulate in favour of the Buyer or any third party who will have an interest in the Goods or the building in which the Goods are incorporated. The Seller shall be liable for and shall indemnify the Buyer and its successors in title and assigns against all loss, damage and expense resulting from any and every intringement of patents, copyright, registered design or trade max resulting from the use of supply of Goods against this Purchase Order.

The Sellier grants to the Buyer a royal rive envecucion non-esclusive incere to copy and use any design in relation to the Goods or any purpose for which the Goods are to be utilised.

Coods are to be utilised.

The Sellier grants to be utilised.

The Sellier grants to be builted.

The Sellier grants to be builted and the Sellier grants to be sellier to the Sellier shall remain vasted in the Buyer or whovever prepared the documents on its behalf and must not be shown or copied to any third party. Such documents shall he returned to the December of the 22.7 10. 10.2 10.3 22.10 22.11 11. Variations The Contract is limited to the provision of the Goods mentioned brenin and the Buyer accepts no liability for any Goods applied one and above the stated quantity, Unless stated to the contracy; all prises incorporated in the Contract set Notes and exclusive of VAT. Alleations to the soops, quality and quantity of the Goods or to the price can only be made with the written consent of the Buyer. In the event that the Buyer requests a variation, the Seller stat provide its proposals for the variation including the price within 14 days of the Buyer's request and the Buyer and Seller stat all green the variation information from the Seller. It agreement cannot be reached, the Buyer may still instruct the Seller to undertake the variation and shall pay the Seller a fair and reasonable price for the same. 11.1 11.2

Date: 11-19

Design and Professional Indemnity

The Selfer confirms that if its services include a design element, its price is fully inclusive of all design costs including provision of such drawings, specifications other design documents as the Buyer may from time to time request.

The Selfer confirms that it shall alse out and maintain professional indemnity insurance or product liability insurance in relation to the design of the Goods to a minimum amount of £2.000.000 or other such greater amount detailed in any contract documentation provided with the order. The cover shall apply to each and every claim for a price of of 12 years from the date of delivery of the Goods to the Buyer.

No approval comment review or inspection of the selfer's design by the Buyer shall limit or discharge the liability of the Selfer to the Buyer under this contract.