

General Terms and Conditions of Purchase

1. AGREEMENT

1.1 This Agreement is entered into by APAM Ltd (the "**Agent**") on behalf of the Buyer stated on the face of the order. The Term "Buyer" shall also include where appropriate, the Agent acting on the Buyers behalf. Commencement of Services, design, manufacture, delivery, start of invoicing or supply of the Goods constitutes acceptance of the order by the Seller under these General Conditions of Purchase.

1.2 The Agreement shall consist of and the order of precedence shall be:

- (a) Any special conditions written or referred to on the face of the order;
- (b) Any agreement written and signed agreement between the Buyer and Seller governing the provision of Goods and Services stated in the order;
- (c) These General Conditions of Purchase; and
- (d) Any terms of business of the Seller he Separate Contract.

1.3 "**Goods**" means the articles or things or any part of them described in the order and where appropriate such packaging as may be necessary for the immediate containment or handling of the Goods and or Services.

1.4 "**Services**" means the services and works described in the order to be provided by the Seller

2. PRICE AND PAYMENT

2.1 Where the Buyer has issued no variation in scope, specification, quantity or delivery the prices stated on the order are fixed and firm for the duration of the Contract.

2.2 Unless otherwise stated in the order, the Contract price shall be inclusive of the costs of delivery to the delivery address stated on the face of the order.

2.3 The Seller shall produce a valid invoice in accordance with the order

2.4 The Buyer shall be to withhold payment of any invoice(s) raised by the Seller in the event that the Seller is in material breach of this Agreement until such time as the breach is remedied to the reasonable satisfaction of the Buyer. For the avoidance of doubt, a material breach shall include (without limitation) in the case of the Seller:

- 2.4.1 Any expiry, revocation, suspension or cancellation of the Seller's Safe Contractor accredited status (if applicable);

2.4.2 Any expiry, revocation, suspension or cancellation of any required qualifications or regulated status of the Seller relevant to the Services;

2.4.3 Any expiry or reduction in cover of any insurances required under this Agreement or a materially negative change of the covenant of the insurance provider(s) underwriting such policies;

2.4.4 Failing to provide a valid Permit to Work if a Permit to Work is required for the Services upon reasonable request; and

2.4.5 Failing to provide any information to verify the Seller's status in accordance with Sub-Clauses 2.4.1, 2.4.2 and 2.4.3.

3. VARIATIONS

3.1 The Buyer may from time to time require additional services to be undertaken or changes to existing service arrangements and the Seller agrees (provided that they are able and competent to do so) to carry out such additional and/or varied work. Neither party shall be bound by any variation unless and until it is confirmed by a revised order issued by the Agent.

3.2 The revised Fees resulting from such changes or the mechanism whereby it is to be evaluated shall be agreed at the time that the instruction is issued, and in default of such agreement shall be the reasonable price of the varied works, to be determined by reference to the price for the original works agreed in the Purchase Order, or by analogy thereto (including any margins for profit and overheads included in such price).

4. COMPLIANCE

4.1 The Seller will comply with the following requirements: -

- (a) The Buyer's reasonable requirements from time to time (including any supplier approval requirements);
- (b) Applicable statutory legislation current at the time of order, including the CDM Regulations; and
- (c) Good industry practises.

4.2 Statutory health and safety requirements and the rules and requirements of the Buyer whilst on his property.

4.3 The Seller shall not do anything which would interfere with the business activities of the Buyer or the Buyers tenants.

5. LIABILITY AND INSURANCE

5.1 The Seller shall indemnify and keep indemnified throughout the term of this Agreement the Buyer against any and all liabilities and costs or expenses (including legal fees) arising directly or indirectly from or in connection with the

General Terms and Conditions of Purchase

- performance of its obligations under this Agreement as a result of any conduct, act or omission by it or any employee, worker, consultant or third party acting on its behalf.
- 5.2 The Seller shall maintain the following minimum levels of insurance cover with reputable insurers throughout the term of the Agreement and for a period of one year after its expiry (unless specified otherwise):
- 5.2.1 Professional Indemnity Insurance with a limit of £1million pounds on an each and every claim basis
- 5.2.2 Public Liability insurance with a limit of £10 million pounds; and
- 5.2.3 Employer's Practices Liability Insurance with a limit of the greater of £5 million pounds; or the statutory minimum.
- 6. HEALTH & SAFETY**
- 6.1 The Seller agrees to comply any health and safety policies, requirements, manuals or rules of the Buyer and APAM as they are notified of the same from time to time.
- 6.2 The Seller agrees that they shall not undertake:
- work in any place where, if there were no precautions in place, a person could fall a distance liable to cause personal injury ("**Working at Height**");
- work in any place which is substantially enclosed (though not always entirely), and where serious injury can occur from hazardous substances or conditions within the space or nearby ("**Working in Confined Space**");
- work involving the use of open fires, flames and work involving the application of heat by means of tools or equipment. This includes the unintentional application of heat, for example by the use of power tools or hot rivets or hot particles from cutting or welding operations, falling onto and igniting flammable material or flammable vapours ("**Hot Works**"); and
- work on electrical equipment, machinery or installations ("**Electrical Works**").
- without first submitting site specific risk and method statements to the Agent and obtaining a signed "Permit to Work" from the Agent.
- 7. DATA PROTECTION**
- 7.1 Each of the Buyer and the Seller acknowledge that they shall (subject to clause 7.5) each be responsible for, and be an independent Data Controller in respect of, their own processing of Relevant Personal Data.
- 7.2 Each of the Buyer and the Seller shall process all Relevant Personal Data in compliance with applicable Data Protection Laws.
- 7.3 Each party shall provide the other party with all assistance and cooperation reasonably necessary to enable the other party to comply with their obligations under the Data Protection Laws with respect to the Relevant Personal Data. Such assistance shall include (but is not limited to) cooperating with and assisting the other party in dealing with any enquiry or action by the Information Commissioner's Office (or any other relevant regulatory body).
- 7.4 Neither party shall knowingly or negligently do or permit anything to be done through act or omission which would cause the other party to incur any liability under the Data Protection Laws.
- 7.5 If during the course of the provision of the Services either party is required to process Personal Data on behalf of the other as a Data Processor, the parties shall promptly negotiate in good faith to agree, in accordance with clause 7.4, additional terms governing that processing that comply with Article 28 of the GDPR and any other applicable Data Protection Laws.
- 8. CONFLICTS OF INTEREST**
- 8.1 Neither the Seller nor any Affiliate may effect transactions in which the Seller, any Affiliate, another Buyer of the Seller or of an Affiliate has, directly or indirectly, a material interest or a relationship of any description with another party, which involves or may involve a potential conflict with the Seller's duty to the Buyer without first obtaining the Buyer's prior written consent. The Seller must disclose any such conflicts of interest or potential conflicts of interest to the Buyer.
- 8.2 The Seller will ensure that such transactions and the provision of the Services are effected in a way no less favourable to the Buyer than if the conflict or potential conflict had not existed. The Seller and any Affiliate shall be liable to account to the Buyer for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transactions. Neither the Seller or any Affiliate shall be required to disclose the identity of any other Buyer or counterparty involved in such transactions.
- 9. MONEY LAUNDERING**
- 9.1 The Seller shall have in place an anti-money laundering policy, which shall be provided to the Buyer upon request, and which is compliant with the terms of the Money Laundering, Anti-Corruption and Anti-Bribery Laws and any other relevant laws and regulations.
- 10. BRIBERY**
- 10.1 The Seller shall have in place an anti-bribery policy, which shall be provided to the Buyer upon request, and which is compliant with the terms of the Bribery Act 2010, to prevent any of their officers, employees, workers or representatives directly or indirectly;

General Terms and Conditions of Purchase

- 10.1.1 offering or promising to any officer, employee or representative of the other party a financial or other advantage or gift or consideration of any kind to induce that person to do or refrain from doing or for having done or refrained from having done any act or otherwise perform improperly a relevant function or activity or show favour or disfavour to any person in connection with this or any other agreement or contract or to reward that person for improper performance of such relevant function or activity; or
- 10.1.2 requesting, procuring, agreeing to receive or accept any financial or other advantage or gift or consideration of any kind from the other party or from any employee or representative of the other party as an inducement to do or refrain from doing or for having done or refrained from having done any act or otherwise perform improperly a relevant function or activity or show favour or disfavour to any person in connection with this or any other agreement or contract, or as a reward for improper performance of such relevant function or activity.
- 11. TAX EVASION**
- 11.1 The Seller shall have in place an anti-facilitation of tax evasion policy, which shall be provided to The Buyer upon request, and which is compliant with the terms of the Criminal Finances Act 2017, to prevent any of their employees or other associated persons or representatives directly or indirectly by omission or commission facilitating tax evasion by a taxpayer, whether the taxpayer is a corporate person or an individual person or persons. Tax evasion means the offence of cheating the United Kingdom public revenue by the non-payment of tax or national Insurance contributions or fraudulently evading United Kingdom tax or national insurance contributions or cheating any foreign country public revenue or fraudulently evading tax or the equivalent of United Kingdom national insurance contributions in that foreign country.
- 12. EQUAL OPPORTUNITIES**
- 12.1 The Seller shall comply with all applicable equalities legislation, including without limitation the Equalities Act 2010, in its performance of this Agreement and shall take all reasonable steps to ensure that all servants, employees, agents and sub-contractors of the Seller do not unlawfully discriminate within the meaning and scope of the equalities legislation.
- 13. ENVIRONMENT, SOCIAL & GOVERNANCE**
- 13.1 The Seller shall use commercially reasonable efforts to comply with applicable environmental, social and governance laws, regulations and industry best practices as appropriate and applicable to the services being provided hereunder (the "**ESG Principles**").
- 13.2 The Seller agrees to cooperate as required to any reasonable requests by the Buyer in relation to the ESG Principles and furthermore the Seller agrees to notify the Buyer of any material breach of the ESG Principles as soon as practicable but in any event in no more than 5 working days from the date of such incident.
- 14. MODERN SLAVERY**
- 14.1 In the event that the Seller is a company that is, a relevant commercial organisation as defined by section 54 of the Modern Slavery Act 2015 (the "**Act**"), the Seller confirms its compliance with the annual reporting requirements contained within the Act.
- 14.2 In any event, the Seller agrees regardless of turnover, that it:
- 14.2.1 shall comply with the requirements of the Modern Slavery Act 2015;
- 14.2.2 has, or will adopt within 3 months of the date of this Agreement, a policy related to working practices that includes consideration of modern slavery;
- 14.2.3 will ensure that any sub-contractors shall have a policy related to working practices including modern slavery;
- 14.2.4 shall adhere to Article 4 of the European Convention on Human Rights concerning the prohibition of slavery and forced labour;
- 14.2.5 has, or will adopt within 3 months of the date of this contract, a whistle-blowing system for staff report any suspected examples of modern slavery and the whistle-blowing system / policy is published to their staff and is designed to make it easy for workers to make disclosures, without fear of retaliation to enable them to blow the whistle on any suspected examples of modern slavery; and
- 14.2.6 will ensure that its employees are free to join a trade union and are not treated unfairly for belonging to one.
- 15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- 15.1 Subject to this clause 16.6, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Third Parties Act.
- 15.2 No right of any party to agree any amendment, variation, waiver or settlement under or arising from or in respect of this Agreement, or to

General Terms and Conditions of Purchase

terminate this Agreement, shall be subject to the consent of any person who has rights under it solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

16. LAW AND JURISDICTION

- 16.1 This Agreement, and the negotiations between the parties in connection with the proposed appointment and all disputes or claims (including non-contractual disputes or claims) arising out or in connection with them or their subject matter or formation, will be governed by English Law and the parties irrevocable agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises or in connection with this letter or its subject matter or formation.