

Power Grid Civils Limited - General Terms And Conditions Of Purchase

DEFINITIONS

1) In the Order (as defined below) the following expressions shall have the following meanings:

“The Purchaser”, “We” and “Us” shall mean the Company known as Power Grid Civils Limited and any of its subsidiaries, joint venture holdings or any other business directly associated with the Company.

“The Vendor” and “You” shall mean the person, firm or company with whom the order is placed.

“The Goods” shall mean any item of whatsoever nature, or service (including design), as described in the Order or as otherwise agreed to be supplied by the Vendor.

“The Order” means the order for Goods (including any subsequent amendment there to) communicated by the Purchaser to the Vendor for the Vendor’s acceptance on the terms set out in the Specific Terms and Conditions, the General Terms and Conditions, the Order Form and the Specification.

“The Order Number” means a specific unique number/code provided to the Vendor by the Purchaser for the Order and shall be included in the Order Form from the Purchaser to the Vendor.

“The Order Form” shall mean the form, issued to the Vendor via email, fax or post, which incorporates these Specific Terms and Conditions, General Terms and Conditions, the Order Form and the Specification.

“The Specification” shall mean the technical description (if any), drawing, sample or packaging of the Goods contained in, or referred to in the Order.

“The General Terms and Conditions” shall mean the Power Grid Civils Limited General Terms and Conditions of Purchase set out in Clause 1 – 44 hereto.

“The Specific Terms and Conditions” shall mean any written terms and conditions specifically wrote down and included with an Order for an individual purchase or supply.

GENERAL

2) The terms of the Order shall apply in preference to and supersede any terms and conditions referred to, offered or relied upon by the Vendor whether in negotiation or at any stage in the dealings between the Purchaser and the Vendor with reference to the Goods which the Order relates to. Without prejudice to the generality of the foregoing, the Purchaser will not be bound by any standard or printed terms furnished by the Vendor in any of its documents unless the Vendor specifically states, in writing, separately from such terms, that it intends such terms to apply and the Purchaser acknowledges such notification in writing.

3) The Specific Terms and Conditions, the General Terms and Conditions, the Order Form and the Specification shall be taken as mutually explanatory, however, in the event of a discrepancy; the priority of those documents shall be as follows:

- (i)** Specific Terms and Conditions
- (ii)** General Terms and Conditions
- (iii)** The Order Form
- (iv)** The Specification

4) No responsibility will be accepted by the Purchaser for any Order unless confirmed in writing

5) Nothing herein shall deprive the Purchaser from its rights under Common Law, Equity or Statute.

6) The Vendor warrants that the transaction and the Goods comply in all respects with UK Government Legislation, Regulations, Codes and Orders. In the case of Goods that are to be delivered to the destinations outside of the UK, the Vendor shall, in addition, ensure compliance with all Government Legislation, Regulations, Codes and Orders of the country of destination.

PRICES

7) The prices stated in the Order are not subject to variation unless otherwise agreed in writing. Prices stated in the Order will be Pounds Sterling (£) unless otherwise noted by the Purchaser.

ACKNOWLEDGEMENT AND ACCEPTANCE

8) The Vendor is required to acknowledge the terms of the Order which shall signify his acceptance of the Order and the terms of the Order, or alternatively where the Vendor, by his actions, may be deemed to have accepted the Order then the terms of the Order shall apply with respect to that Order.

VARIATIONS

9) The Purchaser will not accept responsibility for, or recognise any variation of the Order unless such variation is approved in writing by the Purchaser.

CONSIGNMENT/ADVICE NOTES

10) A consignment/advice note bearing the full Order Number must accompany the Goods to the delivery address.

11) Failure of the Vendor to provide signed consignment/advice/delivery/waste transfer notes from/by the Purchaser will result in nil payment of that delivery, unless the Goods are subsequently confirmed as having been delivered / removed by the Purchaser in writing. Upon delivery, all signatures collected by the Vendor must be valid, legible and must also be accompanied by a print of the signature name, to enable Purchaser identification and confirmation of the signature.

INVOICES/PAYMENT

12) A detailed invoice bearing the full Order Number and consignment/advice note number must be sent to the Purchaser's nominated representative (whose details are included in the order) immediately after dispatch (or equivalent) of the Goods (or performance of the services in the case of Goods that consist of services). Invoices will not be accepted if they relate to more than one Order Number. The Purchaser shall pay the Vendor the price for the Goods that are contained in the Order, unless a different price is agreed in writing.

13) All Invoices must be addressed to:

Power Grid Civils Limited
Unit 4D Lancer Buildings
Omagh
County Tyrone
N. Ireland
BT78 5EJ

STATEMENTS

14) Statements identifying the preceding month's invoices should be sent to the Purchaser in the early part of the month to assist prompt payment.

PACKAGING

15) Unless otherwise agreed in writing:

(i) All goods must be securely packed free of charge in such manner as to reach the Purchaser in good condition

(ii) The Vendor shall fully and accurately describe the Goods in all tickets, labels, invoices packing and delivery notes and in any descriptions which appears on any container or other matter covering, containing or protecting goods

(iii) The Vendor shall submit with the Goods full instructions for their use and clear warning with respect to anything which if done or omitted to be done in relation to the Goods could render them unsafe.

(iv) The Purchaser will not accept any charge in respect of packing cases and other packing materials and will not be responsible for returning or for the cost of returning any such packing cases materials other than as set out in the Order.

DELIVERY

16) (i) The time stipulated for delivery of the Goods shall be of the essence

(ii) The Vendor shall conform in all respects with the delivery date(s) and/or the commencement date(s), and completion date(s) specified in the Order. If for any reason You are unable to do so, You must notify Us at once, in writing, although such notification shall not prejudice our rights and your liabilities in respect to such default,

(iii) The Purchaser reserves the right to refuse and postpone delivery of any part of the Goods that are supplied before the time specified. If such right is exercised all costs relating there from shall be the Vendor's responsibility.

NON-DELIVERY

17) If the Vendor does not deliver the Goods, or any part thereof, within the time specified in the Order, or where liquidated damages are due, within the period in which the maximum damages become payable, the Purchaser shall be entitled to terminate and cancel the Order, purchase other goods of the same or similar description as the Goods to make good such default, and recover from the Vendor any difference in price if the other goods exceeds the price of the Goods, without prejudice to any other remedy for breach of contract.

EXCESS QUANTITIES

18) Any of the Goods delivered in excess of the amount stated in the Order and not accepted in writing by the Purchaser shall remain the responsibility and risk of the Vendor and must be removed by the Vendor at his own expense. The Purchaser shall take reasonable steps to notify the Vendor of such excess.

INDEMNITY

19) In addition to all warranties and conditions implied by law, the Vendor guarantees the fitness for purpose for which the Goods are intended and shall indemnify the Purchaser against all claims costs, expense, loss or damage whether direct or consequential which the purchaser may suffer howsoever arising, from the Vendors breach of any of its own obligations under the Order. The Purchaser may, at its sole discretion, request, that the Goods be replaced or repaired by the Vendor in the event of such Goods being subject of any fault in the period of 24 months after having being brought into service. Any Goods replaced or repaired shall be treated as having been Goods supplied under the Order at the times of replacement or repair and be subject to all terms and conditions applicable to that Order.

INSURANCE

20) The Vendor shall maintain insurance with a reputable insurance company in respect of damage and/or injury to persons and/or property resulting from the Vendor's negligence or that of his employees, agents, suppliers and (sub) contractors or occasioned as a result of the Goods being unfit for their purpose or defective or unsafe or deemed to be unsafe. Such insurances for Employers Liability, Public Liability and Professional Indemnity shall provide a limit of indemnity of not less than £5,000,000 for each policy on any one claim in any one event, unless otherwise agreed in writing by the Purchaser with the Vendor in a specific contract. The Insurance is in respect of each occurrence and the Vendor shall keep such insurance in force and produce at any time on demand, the policy or policies and a receipt for the current premium and will indemnify the Purchaser against all liabilities. It is the responsibility of the Vendor to ensure that all his works/delivery vehicles are fully insured for the works/deliveries that he is undertaking for the Purchaser.

REJECTION OF GOODS

21) The Goods shall in every respect match the Specification including any description and/or samples supplied by either You or Us and referred to in the Order and to previous supplies (if any) and shall be subject to the Purchasers inspection and approval. If the Goods are not equal to the Specification then the Purchaser may reject the same on written notice to the Vendor in which case the Goods shall be held at the risk of the Vendor and shall be returnable at the expense of the Vendor and shall not count as having been delivered unless the Purchaser elects to do whatever is required to ensure that the Goods do match the Specification/are fit for their purpose in which case the Vendor shall be debited with the cost thereof and acceptance of such Goods by the Purchaser shall be without prejudice to any rights that the Purchaser may have against the Vendor.

22) Where the Vendor becomes aware that non-conforming, defective or deleterious Goods have been provided to the Purchaser, the Vendor must inform the Purchaser immediately in writing.

CANCELLATION

23) The Purchaser reserves the right to cancel the Order by giving written notice to the Vendor, providing such notice is not given less than 14 days before the agreed date of delivery. The Purchaser recognises that cancellation may cause loss and expense to the Vendor and, therefore, provided that the Vendor can establish to the satisfaction of the Purchaser that he has suffered such loss and expense the Purchaser will compensate the Vendor subject to such compensation not exceeding the Order value of the actual Goods cancelled. Such compensation shall constitute the Purchasers sole liability upon cancellation.

ROYALTIES/PATENTS

24) The price shall include all royalties or other charges which may be claimed or required to be paid in respect of intellectual property rights generally and patent rights or licenses specifically, that are necessary to enable the Purchaser freely to employ, use and supply to others any licensed or patented articles, goods, appliances or work supplied by the Vendor, whether such article is specifically designated as licensed or patented in the Order or subject to any intellectual property rights or not. The Vendor will fully indemnify the Purchaser against all claims which may at any time arise with regard to infringements of any intellectual property right, license or patent right in respect of any Goods.

RESTRICTION OF SALES

25) In the case of any Goods which have been designed by and manufactured by the Vendor in accordance with drawings and/or specifications or patterns supplied by the Purchaser. The Vendor agrees not to sell such Goods to any person, firm or company except against an Order of the Purchaser or with the permission of the Purchaser in writing. The Vendor further undertakes not to manufacture quantities in excess of the Order for the purpose of sale. The drawings/plans and/or specification or patents provided by the Purchaser and the intellectual property contained therein shall remain

the property of the Purchaser and shall be returned by the Vendor to the Purchaser on demand and the Vendor shall not keep any copies.

INSPECTION

26) Duly accredited representatives of the Purchaser shall be allowed to inspect the Goods at any stage of execution or manufacture.

QUALITY ASSURANCE

27) The Vendor is required to operate to an ISO 9000 Quality System which ensures that its quality of Product(s)/Goods and/or Service(s) to be provided conform to the specified requirements of the Order.

28) In circumstances where the Vendor becomes no longer accredited to a third party Quality System; the Vendor must inform the Purchaser in writing. Where Orders are placed such that the Vendor is required to have this third party Quality System, the Vendor must ensure that the Quality System remains in place until the Order to the Purchaser has been fulfilled.

AMENDMENT TO SPECIFICATION

29) The Vendor shall not in any way alter or amend the Specification without the prior approval of the Purchaser in writing and all dimensions furnished in any way to the Purchaser shall be deemed to be certified and accurate. In addition all Goods must comply with the relevant British, EU and/or equivalent international standard, if any, and or relevant trade standards/regulations, including any appropriate international trading standards and or/regulations.

ASSIGNMENT / SUBCONTRACTING OF GOODS AND SERVICES

30) The Vendor shall not assign the whole or part of the Order without written consent of the Purchaser.

31) The Vendor shall not subcontract the Goods/Services with any of his supply chain or other unless expressly agreed by the Purchaser prior to the supply/delivery date in writing. Any subcontracting of Goods/Services that are instructed by the Vendor to his supply chain or other will be subject to the same Terms and Conditions set out in this document.

TITLE TO GOODS

32) Title of the Goods shall pass to the Purchaser when the Goods are delivered to the Purchaser at the delivery address stipulated on the Order, however until such delivery is made all goods remain at the Vendor's risk in all respects.

OBSOLESCENCE AND SPARE PARTS

33) It shall be the Vendor's responsibility to notify the Purchaser if any Goods, or part thereof, are scheduled to become obsolete within 12 months of the date of delivery. Notwithstanding any such obsolescence the Vendor warrants to provide at a fair price to be agreed between the Vendor and the Purchaser, spare parts for a period of 5 years or such lengths of periods as may be prescribed by any proper Government Authority after the date of delivery.

PUBLICITY

34) The Order, and all details appertaining thereto shall be treated as confidential between the Purchaser and Vendor, and shall not be disclosed by the Vendor to any third party, nor used by the Vendor for publicity or promotional purposes without the consent of the Purchaser in writing.

ARBITRATION

35) If at any time a dispute or difference shall arise between the Purchaser and the Vendor in relation to or in connection with the Order and such difference of dispute cannot be resolved through negotiation then either party may require the other party to give them notice in writing of the existence of such dispute or difference and at the request of either party the same shall be referred to an independent Arbitrator who will be either recommended by the Royal Institution of Chartered Surveyors (RICS) or by the mutual consent of both the Vendor and Purchaser.

BANKRUPTCY ETC

36) If the Vendor shall become bankrupt or insolvent or have a receiving order made against him, or compound with his creditors, or, being a corporation, commence to be wound up, not being a members voluntary winding up for the purpose of reconstruction or amalgamation, or if a receiver shall be appointed in respect of whole or any part of the undertaking and assets of the Vendor, the Purchaser shall be at liberty either:

(i) To terminate the Order forthwith by notice in writing to the Vendor, or to the receiver, or liquidator, or to any person in whom the contract may become vested or

(ii) To give such receiver, liquidator or other person the opportunity of fulfilling the Order subject to his providing a guarantee for the due and faithful performance of the Order

GOVERNING LAW

37) The Order shall be governed by and constructed in accordance with The laws of Northern Ireland and the Purchaser and the Vendor submit to the jurisdiction of the Northern Irish Courts.

CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH (C.O.S.H.H.) REGULATIONS

38) In compliance with the Control of Substances Hazardous to Health (COSHH) Regulations the Vendor shall ensure that all Information relevant to the safe use of any Goods delivered is sent to the point of delivery for the attention of the Site Manager/Supervisor/Safety Officer.

DELIVERIES/WORKS TO/IN CONSTRUCTION SITES/COMPANY YARD

39) (i) Vendor Delivery Drivers/Operatives must wear appropriate Personal Protection Equipment (PPE) when outside their delivery vehicles.

(ii) Vendor Delivery Drivers/Operatives must complete the Specific Site Induction where they are delivering to /working at. In some instances a specific Delivery Induction may be available.

(iii) Vendor Delivery Drivers/Operatives must have evidence of Industry Training such as CSR/Safe Pass/CSCS. It is the responsibility of the Vendor to ensure that this Training is current and in date with Legislation/Orders/Codes of Practice.

(iv) Vendor Delivery Drivers/Operatives must ensure that any vehicles or plant they are using to undertake the Order are free from defects and are in good working order. All relevant Safety Devices and features fitted to these items must be in good working order.

(v) Vendor Delivery Drivers/Operatives must adhere to the Site/Yard Environmental, Health and Safety Rules at all times.

(vi) In cases where the Vendor Delivery Drivers/Operatives do not comply with Site Rules, the Purchaser reserves the right to remove these people from site with immediate effect and prevent them from re-entering site in the future.

(vii) Where there are specific delivery routes to and from the Site/Yard, the Vendor must ensure that his drivers/operatives are briefed on the route and follow the route.

(viii) Vendor Delivery Drivers/Operatives must ensure that any Incidents/Accidents are reported to the Purchaser Site Manager / Health and Safety Officer as soon as they occur or as soon as it is safe to do so. All Incidents/Accidents should they be Health, Safety or Environmental must be reported.

SPECIAL CONDITIONS OF PURCHASE ON MATERIAL SUPPLY / MATERIAL REMOVAL

40) In terms of Aggregate Supply and Concrete/Mortar Supply, the Vendor will ensure that no material is supplied containing Pyrite or any other such minerals or deleterious materials that expand in the presence of moisture and oxygen.

41) Where Concrete/Mortar Supplies are included within the Order, the Vendor must ensure that they are supplied as per the Specification including design slump. It is the responsibility of the Vendor to advise and carry out any alterations to the Goods on site to ensure that they confirm to the Specification.

42) Where the Vendor is removing materials from site, he must ensure that these materials are covered under Legislation by a project specific Waste Transfer Note(s). The Vendor must also ensure that the materials are transported by a haulier with a current Waste Carriers Licence within the United Kingdom or similar depending on country of business.

43) Where the Purchaser require to return part of the order there will be no charge imposed by the Vendor

44) There will be no delivery charge imposed by the Vendor except if agreed at time of quotation.