

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

MVV Environment Devonport Limited, MVV Environment Ridham Limited and MVV Environment Services Limited

1. Definitions and Interpretation

"Buyer" means the organisation purchasing goods under the Contract, as identified on the Order (being any one or all of MVV Environment Services Limited, MVV Environment Devonport Limited and MVV Environment Ridham Limited);

"Confidential Information" means any and all information or data disclosed (whether in writing, orally or in any other form, and whether directly or indirectly) by the Buyer to the Supplier under the Contract that is either (i) marked as being confidential; or (ii) information that is of a type that would be considered to be confidential by a reasonable person;

"Contract" means a contract between the parties for the purchase of Goods, comprising these Purchase Terms and an Order;

"Delivery Address" means the location to which the Goods are to be delivered to the Buyer as specified in the Order;

"Delivery Date" means the date on which the Goods are to be delivered to the Delivery Address as specified in the Order;

"Goods" means any goods set out in the relevant Order to be supplied by the Supplier to the Buyer in accordance with the Contract;

"Intellectual Property Rights" means any and all intellectual property rights protected under the law anywhere in the world including, without limitation, patents, designs, copyright, trade marks, know-how, technical information, rights in data and database rights (whether registered or unregistered or any applications for registration) whether now known or future;

"Order" means any Buyer written order for the purchase of Goods issued to the Supplier by the Buyer;

"Price" means the price(s) for the Goods as set out in an Order and payable in accordance with these Purchase Terms;

"Purchase Terms" means these Standard Terms and Conditions for the Purchase of Goods;

"Supplier" means the organisation, person or party to which an Order is addressed, as identified as such in any relevant Order; and

"Working Day" means any day being Monday to Friday, excluding any public holidays, on which the banks in London are ordinarily open for business.

Each of the Buyer and the Supplier are referred to individually as a **"party"** and collectively as the **"parties"**.

Words expressed in the singular shall include the plural and vice versa.

2. The Purchase Contract

2.1 The terms of the Contract shall become binding on the parties upon acceptance of the Order, either by the Supplier issuing written acceptance of the Order or by the Supplier committing any act consistent with fulfilling the Order.

2.2 The Purchase Terms shall apply to all Orders, and shall prevail over any terms and conditions of the Supplier, or terms implied by trade, custom or practice, even if such conditions are printed on the Supplier's quotation, acceptance of the Order and/or advice note or equivalent document.

2.3 No variation or alternation of the Purchase Terms shall be effective unless expressly agreed in writing by a duly authorised representative of the Buyer.

2.4 In the case of conflict or ambiguity, the content of these Purchase Terms will prevail over the content of an Order, except to the extent that the wording of the Order represents a clear intention to replace the content of these Purchase Terms.

3. Order changes

3.1 No variation or alteration to any Order by the Supplier shall be effective unless expressly accepted in writing by a duly authorised representative of the Buyer.

3.2 If at any time it becomes necessary for the Buyer to amend any Order, (either before or after acceptance by the Supplier), for any part of the Goods which has at that time not yet been provided, the Buyer may withdraw the Order and place a revised Order with the Supplier (and the terms and conditions of the Contract shall automatically apply to the revised Order).

4. Price and Payment

4.1 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on the Supplier's quotation, acceptance of an Order or terms of sale. The Supplier shall not withhold any discount for prompt payment by reason of any delay in payment arising out of any failure on the part of the Supplier to: (i) send on the day of despatch of each consignment of the Goods such advice of despatch and invoices as required by the Contract (ii) mark clearly the Buyer's order number on the consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence relating thereto (iii) show VAT separately on all invoices and credit notes; or (iv) send the Buyer an account within one week of the end of each month in which any goods have been delivered showing details of all Goods delivered during such month and of the payment owing for the same.

4.2 Subject to the terms of the Contract, the Price stated for the Goods shall be considered to be inclusive of all taxes (except value added tax (VAT)),

packaging, freight and insurance costs, delivery charges, import or export levies and custom duties, labour costs, expenses and any associated costs and the Buyer will not be liable to make any payment for, or in respect of, the Goods in excess of the stated Price unless otherwise agreed in writing in advance by the Buyer.

4.3 The Supplier may submit an invoice for the Goods to the Buyer within thirty (30) days following completion of delivery of the Goods to which the invoice relates, and the Supplier shall ensure that all invoices submitted for payment to the Buyer:

(i) are prepared in pounds (£) sterling;

(ii) state the Order number to which the Goods relate; and

(iii) list the Goods that have been delivered and contain a breakdown of the price(s) of those Goods.

4.4 Any invoice which does not comply with the provisions of clause 4.3 shall be deemed not to have been submitted, and the Buyer shall be entitled to withhold payment in respect of the same.

4.5 If there is any invoice which is in dispute (whether in whole or in part), the Buyer shall be entitled to withhold payment of the relevant invoice in full pending any resolution. The parties shall enter into good faith discussions to resolve such dispute.

4.6 Without prejudice to any other right or remedy to which it may be entitled, the Buyer has the right to withhold or deduct by way of or otherwise set off any monies owing at any time to the Supplier against any monies due to the Buyer from the Supplier (including for the Supplier's breach of any Contract).

4.7 The due date for payment of invoices shall be thirty (30) days following the date on which the validly issued invoice is received by the Buyer.

4.8 If the Buyer fails to make payment to the Supplier of any undisputed amounts, either in whole or in part, the Supplier may charge interest on such outstanding payment at a rate of four per cent (4%) above the base lending rate from time to time of Barclays Bank Plc until such payment has been made. The payment of interest shall be the Supplier's sole and exclusive remedy in the event of late payment and the Supplier shall not be entitled to suspend performance of its obligations under the Contract in the event of late payment.

5. Delivery

5.1 The Supplier shall deliver the Goods to the Delivery Address on the Delivery Date. Time shall be of the essence with regard to the Delivery of the Goods.

5.2 The Goods shall be delivered properly packaged and secured in such a manner as to reach the Delivery Address in a good condition and, where applicable, in accordance with the manner specified in the Contract. If deliveries are made to an incorrect location, the Supplier will be liable for any additional expenses incurred in re-delivering the Goods to the Delivery Address.

5.3 Unless otherwise agreed in writing by the Buyer, the Supplier will be responsible for the cost of carriage, packaging and insurance during transit, providing necessary official authorisation or documents, export and import licences and duties and paying any applicable taxes and levies relating to the delivery of the Goods. Unless otherwise agreed, packages and containers will be non-returnable.

5.4 If the Goods are delivered before the Delivery Date, the Buyer shall be entitled at its sole discretion to refuse to take delivery, or to charge the Supplier for the cost of insurance and storage of the Goods until the Delivery Date.

5.5 In the event of any strike, lock-out, fire, explosion or accident or other matter or occurrence which for any reason prevents or hinders the delivery of such Goods and/or payment therefore, delivery and/or payment may be suspended or postponed at the Buyer's option until the circumstances preventing or hindering delivery and/or payment have ceased.

5.6 The Buyer's signature on any delivery note is evidence only of the number of packages received, and shall not constitute the Buyer's acceptance that the Goods have been supplied in accordance with the terms of the Contract.

6. Risk and Title

6.1 Title in the Goods shall pass to the Buyer upon the earlier of completion of delivery in accordance with clause 5, or upon the Buyer paying the Price to the Supplier.

6.2 The Goods will be and shall remain at the Supplier's risk, and insurance of the Goods shall be for the Supplier's account, until such time as the

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Goods are both delivered to and accepted by the Buyer at the Delivery Address and are found to be in accordance with the requirements of the Contract, including clauses 5 and 7 of these Purchase Terms, whereupon risk in the Goods and the insurance responsibility shall pass to the Buyer.

7. Inspection of Goods, Damaged Goods and Acceptance

7.1 The Buyer will carry out such inspection and testing as is necessary to ensure the Goods comply with the Contract without undue delay. The Buyer shall notify the Supplier within ten (10) Working Days following the date of completion of delivery of the Goods where damaged or defective Goods are delivered to the Buyer

7.2 The Buyer may at its sole option reject any damaged or defective Goods and require that the Supplier shall collect those Goods from the Buyer at the Supplier's expense, and:

- (i) during the period between delivery of the Goods to the Buyer and collection by the Supplier, the Buyer shall not be liable for any loss or further damage caused to the damaged or defective Goods;
- (ii) all sums payable by the Buyer in relation to the damaged or defective Goods shall cease to become payable;
- (iii) all sums paid by the Buyer in relation to the damaged or defective Goods shall be repaid by the Supplier immediately; and
- (iv) the Buyer shall be entitled to claim damages from the Supplier for any loss, damage, penalties, charges, costs and expenses (including legal expenses) and any other liabilities incurred by the Buyer as a result of or in connection with the Goods being damaged or defective.

7.3 Where there are shortages in the volume of Goods delivered to the Buyer in relation to an Order, the Buyer shall notify the Supplier within ten (10) Working Days from the Delivery Date and the following provisions shall apply:

- (i) all sums payable by the Buyer in relation to the missing Goods shall cease to become payable;
- (ii) all sums paid by the Buyer in relation to the missing Goods shall be repaid by the Supplier immediately; and
- (iii) the Buyer shall be entitled to claim damages from the Supplier for any loss, damage, penalties, charges, costs and expenses (including legal expenses) and any other liabilities incurred by the Buyer as a result of or in connection the shortage of Goods supplied by the Supplier.

7.4 Where damaged or defective Goods are delivered to the Buyer, or where there are shortages in the volume of Goods delivered to the Buyer in relation to an Order, at the Buyer's sole discretion, the Buyer may require that the Supplier shall immediately replace damaged or defective Goods, or supply the Goods which are missing, at the Supplier's expense or the Buyer shall be entitled to cancel, without notice, the whole or part of the Contract to which the missing or damaged or defective Goods relate.

7.5 If an excess in the volume of Goods are delivered to the Buyer in relation to an Order, the Buyer may at its sole discretion:

- (i) accept the excess Goods by notifying the Supplier of such acceptance within ten (10) Working Days from the Delivery Date (and the Price of the excess Goods shall be payable by the Buyer in such event); or
- (ii) reject the excess Goods by notifying the Supplier within ten (10) Working Days from the Delivery Date whereupon the Supplier shall collect the excess Goods from the Buyer at the Supplier's expense. In such event no sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for excess Goods, the Supplier shall repay such sums to the Buyer immediately;

8. Supplier Warranties

8.1 The Supplier warrants and represents that it shall fully comply with all applicable laws relating to taxation, exchange controls, custom matters, anti-corruption, anti-bribery, anti-trust, anti-money laundering, trade sanctions and criminal matters in connection with the Contract, and that it has in place and shall maintain adequate procedures designed to prevent any act of bribery (as defined in the Bribery Act 2010) being committed by it, its employees, workers, contractors, agents, advisors and any other service provider.

8.2 The Supplier warrants and represents that it has full capacity and authority to enter into the Contract and that it has all necessary licences, consents and permits required of it to supply the Goods.

8.3 The Supplier warrants and represents that:

- (i) the Goods shall correspond in all respects as to quality, quantity and description with the particulars stated in the Contract (as amended from time to time); and/or
- (ii) the Goods are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and shall be fit for any such purpose held out by the Supplier or as shall be made known by the Buyer, expressly or by implication, to the Supplier;
- (iii) the Goods are free from defects in design, materials and workmanship;
- (iv) it shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- (v) the Goods (including any labelling and packaging) do not in any way infringe or violate any third party Intellectual Property Rights, nor any

contractual, employment or property rights, or other rights of any third parties.

8.4 The Supplier shall obtain the benefit of all manufacturers' warranties relating to the Goods and shall do all such acts as are necessary to transfer the benefit of such manufacturers' warranties to the Buyer upon completion of delivery.

8.5 The Supplier warrants that all Goods shall comply with the terms of the Contract as at the Delivery Date. If within twelve (12) months after delivery, (or such other period as may be agreed in respect of any Order), any defect in the Goods is discovered or arises under proper use of the Goods, the Buyer shall give notice of the defect in writing to the Supplier and the Supplier shall repair or replace the Goods as to remedy the defect without cost to the Buyer as soon as possible. In default thereof the Buyer shall have the right to procure the same Goods to be repaired or replaced and the Supplier shall pay to the Buyer such sums as may reasonably be incurred by the Buyer to remedy the defect. The foregoing provisions of this clause shall not prejudice any further or other rights of the Buyer arising from or in consequence of any defects in the Goods.

9. Compliance with Law, Human Rights and Employment Standards, Anti-Corruption

9.1 The Supplier shall (and shall procure that its representatives, employees, officers, sub-contractors and agents shall) at all times in connection with the Contract comply with:

- (i) the Modern Slavery Act 2015;
- (ii) all applicable national and international laws;
- (iii) the Universal Declaration of Human Rights, the International Labour Organization's Declaration on Fundamental Principles and Rights at Work, the Rio Declaration on Environment and Development, and the United Nations Convention Against Corruption;
- (iv) the ten principles of the United Nations Global Compact (UNGC) as published on www.unglobalcompact.org; and
- (v) the Bribery Act 2010.

9.2 The Supplier warrants that:

- (i) it shall at all times in connection with the Contract have in place, monitor, implement and enforce an effective compliance management system to ensure (amongst other things) that all reasonable steps are taken to prevent corruption (including corruption relating to benefits in kind, gifts and invitations);
- (ii) it is (and shall procure that its representatives, employees, officers, sub-contractors and agents shall be) familiar with the requirements of all laws which are applicable to the Contract;
- (iii) it has implemented, and will at all times maintain and monitor, effective measures to prevent non-compliant activities in connection with the Contract;
- (iv) it has audited, and will continue to regularly do so in the future, its supply chains with regard to their compliance with all applicable laws (including the laws referred to in clause 8.1).

9.3 The Supplier shall upon request provide to the Buyer such information on its compliance management system as may reasonably be requested by the Buyer, and shall immediately report to the Buyer any breach or non-compliance with any applicable laws and/or the provisions of this clause 9.

9.4 The Supplier shall, if requested to do so by the Buyer, check all relevant information in its possession and confirm to the Buyer (to the best of its knowledge having taken all reasonable care to check) whether there exists any employment or service relationship between either party and employees of the other party (and/or family members or persons living in one household with such employees) in their respective business divisions that deal with the provision of the Goods and/or invoicing deliveries and services. For the purpose of this clause the term "employment" shall include employment or engagement of any sort including employment or engagement as employee, freelancer, consultant or contractor.

10. Liability and Insurance

10.1 The Supplier shall indemnify, keep indemnified and hold harmless the Buyer against any and all losses, damages, penalties, charges, costs and expenses (including legal expenses) and any other liabilities awarded against or incurred by the Buyer as a result of or in connection with:

- (i) any breach by the Supplier of any of its obligations under the Contract; and/or
- (ii) any third party claims brought against the Buyer arising out of the acts or omissions of the Supplier.

10.2 The Supplier will provide all reasonable assistance required by the Buyer or the Buyer's insurers for the purpose of contesting or dealing with any action claim or matter arising out of the Contract or the Supplier's performance of the Contract.

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- 10.3 If any claim, proceeding or demand is made or brought or threatened against the Buyer in relation to which this indemnity operates the Supplier shall be notified thereof and, if so required by the Buyer, the Supplier shall take over the conduct of any litigation or settlement negotiations resulting therefrom and shall supply such information as to the state of such litigation or negotiations as the Buyer may require from time to time PROVIDED ALWAYS that no settlement of any claim or proceedings shall be concluded by the Supplier without full disclosure of the terms thereof to, and the consent to such terms by, the Buyer. The conduct by the Supplier of any such litigation shall be conditional upon the Supplier having first given to the Buyer such indemnity as shall from time to time be required by the Buyer to cover the amount ascertained or agreed or estimated as the case may be, of any compensation, damages, expenses and costs for which the Buyer may become liable. The Buyer shall, at the request of the Supplier, afford all available assistance for any such purpose and shall be repaid any expenses incurred in doing so.
- 10.4 The Supplier shall obtain and maintain in full force with insurers of good repute during the period of the Contract, and for a period of six years thereafter, insurance policies covering the following risks:
- (i) Product liability insurance of not less than £5,000,000 per occurrence; and
 - (ii) Public liability insurance of not less than £5,000,000 per occurrence.
- 10.5 The Supplier shall procure that all policies which the Supplier is required to maintain pursuant to clause 10.4 contain an "Indemnity to Principal" clause, and the Supplier shall supply to the Buyer, upon request, certificates to prove that the Supplier has appropriate and valid insurance.
- 10.6 Nothing in these Purchase Terms, or the Contract, excludes or limits the liability of either party for death or personal injury caused by its negligence of any liability for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.
- 10.7 Subject to clause 10.6, the Buyer's liability under the Contract to the Supplier is limited to the Price of the Goods in the Contract.
- 11. Confidentiality**
- The Supplier shall treat the Confidential Information as confidential, and shall not disclose, either directly or indirectly, the Confidential Information to any third party without the prior written consent of the Buyer (save in respect of disclosure of Confidential Information which is required by law or administrative order).
- 12. Remedies**
- 12.1 Without prejudice to any other right or remedy which the Buyer may have under the Contract, or otherwise at law, if any Goods are not supplied in accordance with, or the Supplier otherwise fails to comply with, the terms of the Contract, or the Supplier is subject to an event of insolvency, 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 Buyer:
- (i) to rescind the Contract;
 - (ii) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier (and a full refund for the Goods so returned shall be paid forthwith by the Supplier);
 - (iii) to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - (iv) to withhold acceptance of any further deliveries of the Goods;
 - (v) to carry out, at the Supplier's expense, any work necessary to make the Goods comply with the Contract; and/or
 - (vi) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.
- 12.2 Each right and remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer whether under the Contract or not.
- 12.3 Failure or delay by the Buyer in enforcing, exercising or partially enforcing or exercising any of its rights or remedies under the Contract will not be construed as a waiver of any of its rights or remedies under the Contract and any waiver by the Buyer of any breach of, or any default under, any provision of the Contract by the Supplier will not be considered in waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 13. Assignment and Sub-Contracting**
- 13.1 The Supplier shall not be entitled to assign or transfer or purport the Contract or any part of it without the prior written consent of the Buyer.
- 13.2 The Supplier shall not sub-contract any or all of its obligations under the Contract to any third party without the prior written consent of the Buyer. If the Buyer consents to any sub-contracting of the performance of the Supplier's obligations under the Contract, the Supplier shall not be relieved from any of its liabilities or obligations under the Contract and shall be and remain responsible for the acts, defaults and negligence of any sub-contractor as fully as if they were the acts, defaults or negligence of the Supplier.
- 13.3 The Buyer may assign or transfer or purport its rights under any Contract, in whole or in part, to any person, firm or company.
- 14. General**
- 14.1 If any term of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be entirely or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be severed and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect as if the Contract had been agreed with the illegal, invalid, void, unenforceable or unreasonable provision eliminated.
- 14.2 In these Purchase Terms any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 14.3 The Buyer reserves the right at all times to visit the Supplier and/or their sub-contractors premises by prior agreement.
- 14.4 A notice required or permitted under the Contract shall be addressed in writing (not including facsimile transmission or electronic mail unless expressly agreed between the Parties) at its registered office or principal place of business or such other address as may have been notified to the party giving the notice. Any such notice shall be deemed to have been served 48 hours after it has been posted. If any such notice arrives on a day which is not a Working Day, it shall be deemed to have been delivered on the next following Working Day.
- 14.5 No term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 14.6 The Contract and any contractual or non-contractual obligation arising from or connected with it shall be governed by and construed in all respects in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the English Courts provided that the Buyer may at its discretion take proceedings in the courts of the state in which the Supplier is domiciled.