

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

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

1. Definitions and Interpretation

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

"Equipment" means all equipment, tools, vehicles, plant, machinery and any other such items which are required by the Supplier in order to provide the Services;

"Goods" means all products supplied by the Supplier as part of, or in relation to, the provision of the Services to the Buyer in accordance with the Contract;

"Good Industry Practice" means that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced and reputable contractor engaged in the same or similar type of undertaking as that of the Supplier, using the best techniques and practices under the same or similar circumstances;

"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 issued to the Supplier for the purchase of the Services;

"Premises" means any location(s) at which the Supplier is required to perform the Services, as set out in the Order or otherwise;

"Price" means the price payable by the Buyer to the Supplier for the Services 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 Services;

"Services" means the services set out in an Order, including any associated Goods, to be supplied by the Supplier to the Buyer in accordance with the Contract;

"Service Personnel" means those agents and employees of the Supplier, or of any sub-contractor appointed by the Supplier, who are engaged in the provision of the Services;

"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 alteration of the Purchase Terms shall be effective unless expressly accepted 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 Services 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 supply.]

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4.2 Subject to the terms of the Contract, the Price stated for the Services 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 Services in excess of the stated Price unless otherwise agreed in writing in advance by the Buyer.

4.3 Unless an alternative arrangement is provided for in the Order, the Supplier may submit an invoice for the Services to the Buyer within thirty (30) days following completion of the provision of the Services 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(s) to which the invoice relates; and

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

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 that 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 Unless an alternative arrangement is provided for in the Order, 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. Provision of the Services

5.1 The Supplier shall supply the Services to the Buyer in accordance with Good Industry Practice and any requirements set out in the Order, and without causing any damage to the Premises or undue disruption to the operation of the Buyer's business.

5.2 Time shall be of the essence with regard to the provision of the Services.

5.3 Except to the extent agreed otherwise by the Buyer, the Supplier shall provide all Equipment necessary for the provision of with the Services, entirely at its own cost and risk. The Buyer shall have no responsibility or liability for any damage to the Equipment whilst on the Premises.

5.4 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 provision of the Services at the Premises, and/or payment of the Price, the provision and/or payment may be suspended or postponed at the Buyer's option until the circumstances preventing or hindering provision and/or payment have ceased.

6. Inspection of Services and Acceptance

6.1 The Buyer will promptly carry out such inspection and testing as is necessary to ensure the Services comply with the Contract. The Buyer shall notify the Supplier within ten (10) Working Days following the completion of the provision of the Services where defective Services are provided to the Buyer.

6.2 The Buyer may at its sole option, reject the defective Services (including any damaged or defective Goods) and require the re-performance or replacement of the defective Services (as appropriate) at the Supplier's expense, and in such event:

(i) all sums payable by the Buyer in relation to the defective Services shall cease to become payable;

(ii) all sums (if any) paid by the Buyer in relation to the defective Services 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

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legal expenses) and any other liabilities incurred by the Buyer as a result of, or in connection with, the Services being defective.

- 6.3 If defective Services are provided to the Buyer it may, at its sole option and without prejudice to any other right or remedy: (i) require that the Supplier shall immediately replace the defective Services at the Supplier's expense; or (ii) cancel, without notice or further liability to the Supplier, the whole or part of the Contract to which the defective Services relate.

7. Supplier Warranties

- 7.1 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.
- 7.2 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 Services.
- 7.3 The Supplier warrants and represents that:
- (i) the Services shall be provided in accordance with Good Industry Practice;
 - (ii) the Services shall correspond in all respects with any agreed Specification and with any particulars stated in the Order (as amended from time to time);
 - (iii) the Services shall be provided by Services Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (iv) the Goods are free from defects in design, materials and workmanship, and 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;
 - (v) it shall comply with all applicable statutory and regulatory requirements relating to the Services (including pursuant to clause 8); and
 - (vi) the Services 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.
- 7.4 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.
- 7.5 The Supplier warrants that all Services shall comply with the terms of the Contract. If within twelve (12) months after delivery (or such other period as may be agreed in respect of any Order), any defect in the Services is discovered or arises under proper use of the Services, the Buyer shall give notice of the defect in writing to the Supplier and the Supplier shall repair or replace the Services so 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 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 Services.

8. Compliance with law

- 8.1 The Supplier shall (and shall procure that its representatives, employees, officers, sub-contractors and agents shall) at all times in connection with the Contract:
- (i) comply with all applicable national and international laws;
 - (ii) comply with the ten principles of the United Nations Global Compact (UNGC) as published on www.unglobalcompact.org (as amended from time to time).
- 8.2 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 7.1).

- 8.3 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 8.

- 8.4 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 Services and/or invoicing and deliveries. 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.

9. Liability and Insurance

- 9.1 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.
- 9.2 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.
- 9.3 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 there from 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.
- 9.4 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) Employer's liability insurance of not less than £10,000,000 per occurrence;
 - (ii) Public liability insurance of not less than £5,000,000 per occurrence;
 - (iii) professional indemnity where and to the extent relevant to the type of Services being provided; and
 - (iv) risk against which it is usual to insure a business of the type carried out by the Supplier, or which the Buyer specifically asks the Supplier to take out.

- 9.5 The Supplier shall procure that all policies which it is required to maintain pursuant to clause 9.4 contain an "Indemnity to Principal clause", and shall supply to the Buyer upon request, certificates to prove that it has appropriate and valid insurance.

- 9.6 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.

- 9.7 Subject to clause 9.6, the Buyer's liability under the Contract to the Supplier is limited to the Price.

10. 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).

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11. Remedies

11.1 Without prejudice to any other right or remedy which the Buyer may have, under the Contract or otherwise at law, if any Services 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 Services have been accepted by the Buyer:

- (i) to rescind the Contract;
- (ii) to refuse to accept any subsequent performance of the Services (in whole or in part) which the Supplier attempts to make;
- (iii) to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Services or to supply replacement Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- (iv) to carry out any work necessary to make the Services comply with the Contract or to obtain substitute Services from a third party at the Supplier's expense; and/or
- v) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of Contract.

11.2 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.

11.3 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.

12. Termination

12.1 The Buyer may terminate the Contract for any reason without any liability whatsoever to the Supplier upon the provision of seven (7) days written notice.

12.2 The Buyer may terminate the Contract with immediate effect from the date of service of written notice to the Supplier if the Supplier:

- (i) commits a material breach and/or persistent breach of any of its obligations under the Contract and (if the breach is capable of remedy) the Supplier fails to remedy it within the time reasonably permitted as stated in any notice in writing provided by the Buyer; or
- (ii) commits any act which brings or is likely to bring the Buyer into disrepute or which damages or is likely to damage the Buyer's interests.

12.3 Termination of the Contract howsoever arising shall not affect the accrued rights of the Parties as at termination, and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

13. Assignment and Sub-Contracting

13.1 The Supplier shall not be entitled to assign or transfer, or purport to assign or transfer, 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 or 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.