

BUROHAPPOLD

ENGINEERING

BUROHAPPOLD STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES V.02 2015

1. Definitions

- 1.1 "BuroHappold" shall mean Buro Happold Limited (registered in England – 2049511) whose registered office is Camden Mill, Lower Bristol Road, Bath, BA2 3DQ.
- 1.2 "Commercial Conditions" shall mean the commercial terms set out in the Order and any other document as BuroHappold has expressly agreed with the Supplier.
- 1.3 "Contract" shall mean these Conditions together with the Commercial Conditions.
- 1.4 "Days" shall mean calendar days. Where an act is required to be done within a specified period or from a specified date, the period begins immediately after that date. Where the period includes any day which is Christmas Day, Good Friday or a bank holiday in England, that day shall be disregarded.
- 1.5 "Goods" means the goods and/or services agreed in the Commercial Conditions to be purchased.
- 1.6 "Order" means the order placed by BuroHappold and accepted by the Supplier which sets out the Goods to be supplied and the price to be paid for those Goods. For the avoidance of doubt the Order shall be in writing but may be sent by any means including letter, fax or email.
- 1.7 "Supplier" shall mean [.....] (company number) whose registered address is [.....].

2. Compliance

- 2.1 Subject to any variation under Condition 2.4, these Conditions are the only conditions upon which BuroHappold shall deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms and conditions.
- 2.2 Each Order for Goods by BuroHappold from the Supplier shall be deemed to be an offer by BuroHappold to buy Goods subject to these Conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.4 These Conditions apply to all of BuroHappold's purchases and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised signatory of BuroHappold.
- 2.5 The provisions of the Sale of Goods Act 1979 shall apply to all BuroHappold's Contracts for the purchase of Goods except to the extent they are varied by the Contract. Insofar as the Supplier is to provide services to BuroHappold the provisions of the Supply of Goods and Services Act 1982 shall also apply.

3. Variation

- 3.1 No variation from the Commercial Conditions will be permitted unless such variation shall previously have been approved in writing by BuroHappold. In particular, no price increase (arising from whatever cause) will be accepted without such prior approval.

4. Delivery, Carriage and Packing

- 4.1 All Goods shall be delivered to BuroHappold's place of business as specified in the Commercial Conditions (or such other place of delivery as is agreed in writing prior to delivery of the Goods) carriage paid (unless otherwise specified in the Order). The Supplier shall off-load the Goods at its own risk as directed by BuroHappold. BuroHappold will accept no responsibility for any Goods delivered without all appropriate documentation including, but not limited to:
 - 4.1.1 an advice note giving full details of the goods contained therein and quoting BuroHappold's Order number; and
 - 4.1.2 where relevant, material safety data, a certificate of analysis and product specification. Goods shall remain at the Supplier's risk until off-loaded to BuroHappold at the address specified in the Order.
- 4.2 At any reasonable time, BuroHappold shall have the right to inspect and/or to test the Goods prior to delivery.
- 4.3 The Goods shall be delivered on the due date. The due date is (a) the date specified in the Commercial Conditions; or (b) if no date is specified in the Commercial Conditions, the date notified to the Supplier by BuroHappold as the due date for the delivery. If no due date is notified to the Supplier by BuroHappold then the Goods shall be delivered within a

reasonable time and the Supplier shall advise BuroHappold of the intended due date for delivery. Time of delivery shall be of the essence.

- 4.4 If the Goods are not delivered on the due date then, without prejudice to any other rights which BuroHappold may have, BuroHappold reserves the right to (i) cancel the Contract in whole or in part; (ii) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; (iii) recover from the Supplier any expenditure reasonably incurred by BuroHappold in obtaining the Goods in substitution from another Supplier; and/or (iv) claim damages for any additional costs, losses or expenses incurred which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.
- 4.5 Where the Order is for the sale of Goods by a number of separate deliveries, BuroHappold shall be entitled at BuroHappold's option to treat a breach by the Supplier under Clause 7 in respect of any delivery either as a breach of contract in respect of that delivery only, entitling BuroHappold to cancel the Order in respect of that delivery, or as a breach of contract affecting the whole Order, entitling BuroHappold to cancel the whole Order.
- 4.6 The Supplier must pack all Goods safely and securely so as to reach BuroHappold in good condition and ensure conformity with current regulations on the transport/packaging of goods. BuroHappold reserves the right to reject Goods damaged in transit. Pallets must be treated and marked in accordance with ISPM15. Material which may contain substances of a hazardous nature must be clearly marked with appropriate warning labels giving as much information as is practicable. BuroHappold may quarantine inadequately labelled Goods pending receipt of further information on its content. Risk will pass back to the Supplier whilst Goods are in quarantine. Packing is non-returnable. The Supplier shall bear the cost of all packing material and containers.

5. Payment terms

- 5.1 The price for the Goods shall be set out in the Commercial Conditions. Invoices shall be submitted within forty five (45) Days of, but not before, the date of delivery of the Goods or the services having been completed to BuroHappold's satisfaction. Each invoice shall clearly state:
 - 5.1.1 The applicable Order number;
 - 5.1.2 The description of the Services and/or Goods provided as they appear on the Order;
 - 5.1.3 The amount due for the Services and/or Goods; and
 - 5.1.4 Subject to clause 5.4, any applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and Government imposed surcharges are to be stated separately on the invoice.
- 5.2 Payments against undisputed invoices will be made within 60 days of receipt of the invoice, but time for payment shall not be of the essence. Any disputed invoices will not be paid if BuroHappold has provided a withholding notice stating the reasons for the withholding and the amount withheld before the due date for payment.
- 5.3 The Supplier is not entitled to suspend deliveries of the Goods as a result of any sums being outstanding.
- 5.4 Unless otherwise stated in the Commercial Conditions, the price quoted by the Supplier shall be deemed to be inclusive of all duties, insurance, packaging and carriage but exclusive of value added tax.
- 5.4 Payment for any of the Goods ordered shall not constitute any admission as to the performance by the Supplier of its obligations and shall not constitute a waiver of any of BuroHappold's rights hereunder, nor shall such payment terminate any of the Supplier's warranties.
- 5.5 The Supplier will not receive any royalty or other remuneration on the production or distribution of any products developed by BuroHappold or the Supplier in connection with, or based on the Goods and/or Services provided.

6. Anti-Corruption and Bribery terms

- 6.1 The Supplier agrees that it will not directly or indirectly, pay, offer, promise to pay or authorise the payment of, any monies or financial or other advantage in violation of any anti-corruption laws and in particular (but without prejudice to the generality of the foregoing) the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977. Further, the Supplier confirms that it has not taken nor will take directly or indirectly, any action that would cause its officers, directors, employees and/or affiliates to be in violation of any anti-corruption laws including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977. In circumstances where BuroHappold determines, in good faith, that the Supplier has breached this provision BuroHappold will be entitled, in addition to other rights, to terminate any contract with the Supplier by giving written notice with immediate effect. The Supplier will indemnify BuroHappold from any claims, suits, investigations, penalties and fines of any kind arising from any breach of this provision. This provision shall survive the termination of any contract.
- 6.2 The Supplier shall on request certify to BuroHappold its compliance with this Clause 6.

7. Warranties

- 7.1 Without prejudice to all and any conditions and warranties implied by law the Supplier warrants that:

- 7.1.1 the Supplier will manufacture the Goods and provide any services using all reasonable skill and care in accordance with generally recognised commercial practices and standards in the industry;
- 7.1.2 the Goods will conform in all respects to the requirements of the Commercial Conditions (and in particular as to quantity, quality, fitness, performance, description, specification and any sample supplied).
- 7.1.3 all Goods and services supplied comply with all applicable statutory requirements and legislation and in particular (but without prejudice to the foregoing) that the Supplier has complied with its obligations under all applicable health and safety legislation, with all relevant packaging and labelling regulations and with the requirements of Regulation EC 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals and that the Goods are designed, constructed or installed in such manner and with such tools as to be without risk to health and safety and that BuroHappold will be provided with adequate information as to their proper use and storage.

8. Remedies

- 8.1 Without prejudice to any other right or remedy which BuroHappold may have, if the Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract then BuroHappold may at its discretion reject the Goods or may require the Supplier to rectify the defects or replace the Goods at the Supplier's own expense. The Supplier shall reimburse BuroHappold for any additional costs which BuroHappold may suffer as a result of any such failure and shall indemnify BuroHappold against any and all actions, proceedings, damages, costs, claims, demands and expenses whatsoever whether direct or consequential resulting therefrom. All the obligations of this Contract shall further apply to any such rectified or replacement Goods.
- 8.2 The Supplier shall indemnify BuroHappold against all actions, proceedings, damages, costs, claims, demands and expenses whatsoever in respect of loss of life or personal injury resulting, either directly or indirectly, from any defect in the Goods supplied or from compliance with any instructions given by the Supplier in connection there with or from the execution of any work covered by the Order, save to the extent that such loss of life or personal injury is directly the fault of the actions of BuroHappold or its sub-contractors.
- 8.3 Without prejudice to any other remedy available to BuroHappold under these conditions or at law, the Supplier shall indemnify BuroHappold against all actions, proceedings, damages, costs, claims, demands and expenses whatsoever, whether direct or consequential, arising out of any breach by the Supplier of any of the Supplier's warranties herein contained.

9. Confidentiality

- 9.1 Both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to them by the other party or its agents and any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain and the receiving party shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging its obligations to the disclosing party and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind itself.
- 9.2 Each party shall comply with the provisions of the Data Protection Act 1998 (DPA) in order to provide the Goods and/or services. If the Supplier fails to comply with the DPA it shall indemnify and keep BuroHappold indemnified on demand against any loss BuroHappold may suffer as a result of any breach of the provisions of this Clause. Such indemnity shall include (but not be limited to) any fine which may be levied under the DPA.

10. Ownership of Supplied Materials

- 10.1 Ownership, copyright and other intellectual property rights in any materials, documents, data or other information to the Supplier for the purposes of carrying out the Order shall remain vested in BuroHappold at all times but the Supplier shall have a non-exclusive licence to use such materials, documents, data or other information for the sole purposes of carrying out the Order. Following completion or termination of the Order, the Supplier shall return any and all copies of the materials, documents, data or other information to BuroHappold.

11. Cancellation

- 11.1.1 BuroHappold shall be entitled to cancel the Order at any time by giving written notice to the Supplier. If BuroHappold exercises this right of cancellation it shall be bound to pay a reasonable price for any work already completed but shall otherwise be free from all liability. Any such payment shall not include loss of anticipated profits or any consequential losses.
- 11.1.2 BuroHappold shall be entitled to cancel the Order (without payment of any form of penalty or liquidated damages to the Supplier) by written notice and without prejudice to the recovery of any damages and expenses incurred by BuroHappold if (i) the Supplier shall go into liquidation, or (ii) a distress or execution shall be levied or enforced upon any of the property of the Supplier and shall not be paid out or discharged within 14 days, or (iii) a receiver, administrative receiver or administrator shall be appointed to any part of the business, undertaking or property of the Supplier or (iv) if the Supplier stops payment or ceases or threatens to cease to carry on business or pay its debts as and when they fall due.

12. Relationship and Assignment

12.1 Neither Party shall be entitled to assign the Contract or any part of it without prior written consent of the other Party. Nothing in this Agreement shall be deemed to create a partnership, joint venture, franchise, employment or agency relationship between the parties. Neither party shall have the power to bind or obligate the other party.

13. Rights of BuroHappold

13.1 BuroHappold may at any time or times without notice to the Supplier, set off any liability of the Supplier to BuroHappold, whether any such liability is present or future, under these Conditions or not and irrespective of the currency of its denomination. If the liabilities to be set off are expressed in different currencies, BuroHappold may convert either liability at a market rate of exchange for the purpose of set off. Any exercise by BuroHappold of its rights under this clause shall be without prejudice to any other rights or remedies available to it under these Conditions or otherwise.

13.2 BuroHappold shall not be obliged to make any payment to the Supplier until any and all sums due from the Supplier to BuroHappold have been settled.

14. Headings

14.1 The headings to the paragraphs of these Conditions are inserted only for convenience of reference and shall not affect their interpretation.

15. Severability

15.1 If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Conditions and the remainder of such provision shall continue in full force and effect.

16. Third Party Rights

16.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions or to any contract to which these Conditions apply.

17. Notices

17.1 Notices shall be sent by first-class post to the Parties' registered offices and shall be deemed served, in the case of a UK customer, 48 hours after posting and, in the case of overseas customers, 5 days after posting. In proving service it shall be sufficient to prove that the notice was properly addressed and posted in a pre-paid envelope.

18. Governing Law

18.1 This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Signed on behalf of the Supplier:

Acting by

.....

Director

Signed on behalf of Buro Happold Limited:

Acting by

.....

Director