

## TERMS AND CONDITIONS OF PURCHASE

The following terms and conditions of purchase are those applicable to Bruntwood Limited and to all the companies in the Bruntwood Group. The Bruntwood Group comprises, Bruntwood Limited any indirect or direct holding company of Bruntwood Limited, all Bruntwood Limited direct or indirect subsidiary companies and any direct or indirect subsidiary of any holding company. The terms "holding company" and "subsidiary company" shall have the meaning set out in section 1152 of the Companies Act 2006.

"The Company" for the purposes of these terms and conditions shall be the specific company named on the relevant Bruntwood purchase order and you will in no circumstances be entitled to bring proceedings under the contract against any other member of the Bruntwood Group.

These Terms and conditions can be found on our website: [www.Brunttwood.co.uk](http://www.Brunttwood.co.uk)

### 1.0 The Contract

1.1 The Company, only purchase goods, rights and services ("Deliverables") on these terms and conditions ("the Terms"). If you accept our order it will be on these Terms and no other standard terms. The contract for Deliverables will comprise 1) The purchase order, 2) the Specification (if any) from us accompanying the purchase order, 3) any special terms agreed in writing between the parties and explicitly identified as special terms; and 4) these Terms.

1.2 The contract including these Terms will govern all supplies of goods or services made by you to us. No inconsistent, additional or replacement terms offered by you will be deemed to apply to any dealings between us. These Terms can only be changed, or other terms agreed, by special terms agreed in writing and signed by a director or other senior officer of the Company. These Terms are important and should be studied carefully

1.3 You must indemnify us against any consequence of your seeking to rely on any contractual terms, or any statement, understanding or representation (subject as provided in clause 6) which is not contractually agreed as set out in this section 1. For purposes of this section, written agreement can be communicated by pre-paid post, fax or e-mail, save that we never accept small print terms communicated by fax, on grounds of uncertain legibility.

1.4 In the event of conflict between any elements of the contract the purchase order and the Specification will prevail over any special terms and the Terms, and the special conditions will prevail over the Terms.

1.5 We are not contractually bound until we place a formal order and then only to the extent of the issues specifically covered by that order or any amendment to that order made in writing signed by a director or senior officer of the Company.

### 2.0 Price

2.1 The price of the Deliverables will be as stated in our order and, unless otherwise stated, will be:

2.1.1 Exclusive of any applicable VAT (which will be payable by us subject to receipt of a valid VAT invoice). For the avoidance of doubt Bruntwood Limited will not pay demands / applications for payment that does not constitute a valid VAT invoice.

2.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of Deliverables to or at the delivery address, and of any duties or levies other than VAT;

2.1.3 Payable in pounds sterling; and

2.1.4 Fixed for the duration of the Contract.

2.2 We will be entitled to any discount for prompt payment, bulk purchase or the like normally granted by you in comparable circumstances.

2.3 If we will be reliant on you for any supplies of maintenance, training, spare parts, consumables or other goods, rights or services to benefit fully from the Deliverables ("Follow-on Deliverables") then you will provide those Follow-on Deliverables or procure them to be provided, for at least 36 months following full Performance (as defined in clause 4.1), at fair and reasonable prices which take no advantage of our dependence on you for their supply.

### 3.0 Payment

3.1 Invoices for the Deliverables may be sent to us on, or after, completion of Performance (as defined in section 4.1). Each invoice must quote the number of our order. Unless previously agreed in writing with the Company, know we reserve the right to decline to pay invoices which are received by us more than three months after the completion of Performance.

3.2 All invoices are to be sent to Accounts Payable, Bruntwood Limited, 23rd Floor, City Tower, Piccadilly Plaza, Manchester, M1 4BT

3.3 Unless otherwise stated in the order, we will pay the contract price within 30 days of the end of month in which we receive the invoice.

3.4 We will be entitled to set off against the price any money owed to us by you.

3.5 Should Bruntwood be awaiting receipt of credit notes for incorrect invoices, Bruntwood reserve the right to not pay/ endorse any new invoices until the credit note has been received by our accounts department.

3.6 The Company requires invoices to include the correct purchase order number relevant to the Deliverables and to be accompanied by any required "certificate for payment". If you do not render an invoice in the prescribed form we reserve the right to not pay the invoice.

### 4.0 Specifications

4.1 If we order goods, then unless otherwise stated the order is deemed to include the supply of all relevant documentation and certification, and of any commissioning of those goods, necessary to enable the Company to use them for their intended purposes. If we order services then, unless otherwise stated, our order includes the complete performance of those services including any employee instruction, manuals, explanations or certifications necessary to enable the Company to benefit from them for their intended purposes. If we order goods or services then, unless otherwise stated, our order includes any legal rights necessary to use those goods or services for their intended purposes. As for those intended purposes, see section 6.3. References in these Terms to "Performance" are to complete performance of all your contract obligations as described in these Terms.

4.2 The quantity, quality and description of Deliverables will be as specified in our order and in any written specification provided by us to you with the order ("Specification").

4.3 You have sole responsibility for complying with all applicable legal and regulatory requirements concerning the Deliverables and the performance of the contract, and for ensuring that we can, in full compliance with any applicable legal and regulatory requirements, fully utilise the Deliverables for their intended purposes

4.4 On reasonable notice we may inspect any premises on which any goods are being manufactured or services included in any Deliverable are being performed. If, such inspection reveals the standard of the goods or services, or their manufacture, storage or handling is non-compliant with the contract or to any applicable legal or regulatory standards, you will take such steps as we require to rectify this non-compliance. If, following a reasonable time, we (acting reasonably) are still not satisfied that the issues have been rectified we reserve the right to terminate the contract on the basis of your material breach.

4.5 We may notify you in writing of proposed changes to the Specification at any time before completion of Performance. You will respond to such change requests as soon as reasonably practicable and in any event not later than 48 hours (excluding hours of days which are Saturdays, Sundays or are recognised bank holidays in England) or any longer period specified in our notice from receipt of the same. Your response will include a statement whether the change can be achieved and if so any impact on price (including any reduction) and time for delivery of the Deliverable occasioned by the proposed change, including any costs incurred by work already carried out on the Deliverable which cannot be reused. Until we have agreed in writing any proposed change to the order included in your response the change will not take effect.

4.6 To protect our business we may need, sometimes urgently, information as to precisely how Deliverables were performed, and as to all relevant activities of any suppliers or sub-contractors of yours. You will meet any reasonable such request as soon as reasonably practicable and will keep records adequate for that purpose for at least six years after completion of Performance. Without limitation, these records must provide full traceability for all goods comprised in, or used in making, any contract goods which are in any respect safety-critical. They must also demonstrate compliance of the contract work with all legal or regulatory

requirements and with all contractually binding quality and Performance standards.

4.7 You will comply with any reasonable requirements we may have as regards the packaging and packing of any contract goods, and as to information to be displayed on packaging or included on dispatch documentation and bills of lading. Subject to that, you will ensure that all packaging, packing, labelling and documentation is such as to ensure full compliance with legal requirements throughout the scheduled delivery process.

### 5.0 Delivery and risk

5.1 Any goods will be delivered to, and any services performed at, the address and on the date stated in the order or else under section 5.2, during usual business hours. If no address is specified, then delivery will be at our usual or main UK premises.

5.2 If we specify the date or delivery address after ordering, we will do so in writing and give you reasonable notice of the details. Failing a date, supply will be as soon as reasonably possible.

5.3 The date of delivery of any goods or rights, and the performance of any services, will be of the essence of this contract. We reserve the right to refuse to accept any Deliverables delivered earlier than a date specified or to recharge to you any storage costs incurred by you as a result of early delivery.

5.4 A packing note quoting the number of the order must accompany each delivery or consignment of goods and must be displayed prominently.

5.5 Where Deliverables are to be supplied in instalments, the contract is still to be treated as a single contract. If you fail to deliver or perform any instalment we may treat the whole contract as repudiated.

5.6 We may reject any Deliverables which are not fully in accordance with the contract. Acceptance does not occur until we have had a reasonable time to inspect or consider the relevant Deliverables following supply and, in the case of latent defect, a reasonable time after the defect becomes apparent.

5.7 We will not be bound to return to you any packaging or packing material, but if any relevant requirement for packaging recycling applies, you will take materials back free of charge on request.

5.8 If any Deliverables are not supplied on or by the agreed date then, in addition to any other remedies available to us, we will be entitled to deduct 2.5% of the overall contract price for those Deliverables, for every week's delay up to a maximum of [six weeks] by way of liquidated damages and both parties accept this is a genuine pre-estimate of the loss caused by the delay.

5.9 Risk of damage to or loss of any goods passes to us on delivery.

5.10 Property and ownership of any goods will pass to us on delivery unless we have paid in whole or in part for the goods in advance. In that case it will pass to us as soon as the goods have (or, if goods are being assembled for us, each successive component of the goods has) been appropriated to the contract.

5.11 If we supply any articles to you, e.g. for modification or copying, they stay our property at all times. Those articles must be kept confidential and secure and we can enter your premises at any time on reasonable notice to ensure that this is so. While those articles are in your custody you must not use them, copy them or disseminate them, electronically or otherwise, except in the performance of our contract. We retain copyright and any other available intellectual property rights in any plans, design drawings, computer programs, compilations of data, specifications or the like which we supply to you. You must indemnify us against any loss caused to us, and account to us for any profit which you make, through breach of this provision.

5.12 If any Performance occurs on our premises this sub-section will apply. You will ensure that best industry standards are adopted for the health and safety both of your personnel and of any other individuals affected by your actions. We may refuse or terminate access to any individual whom we reasonably consider undesirable to have on our premises. Your personnel must, while on our premises, comply with our reasonable requirements as to security, health and safety routines, times and areas of access, and otherwise. You will be responsible to us on a full indemnity basis for all damage and injury caused by your staff.

5.13 Any goods provided by us to you on a free issue basis will remain our absolute property throughout, and will be at your risk while the goods are, or are supposed to be, in your possession and you will keep them separately from your own goods. You are not to part with possession (save to us) unless with our express prior consent, to be given in writing.

### 6.0 Warranties and liability

6.1 You promise that:

6.1.1 the quantity, quality, description and specification for the Deliverables will be those set out in our order and in the Specification, and in default of such specification will be of the best standards reasonably to be expected in the market for that kind of Deliverable; and

6.1.2 Any goods will be free from defects in materials and workmanship; and

6.1.3 Any Deliverables will comply with all statutory requirements and regulations, and with all normally applicable quality standards, relating to their sale or supply; and

6.1.4 all claims made by you about any Deliverables, and all apparently serious claims in your advertising and promotional material, are correct and can be relied upon; and

6.1.5 Any services will be performed by appropriately qualified and trained personnel; and

6.1.6 Neither the sale and supply of any Deliverable, nor its proper use by us for an intended purpose, will breach any property rights in or about that Deliverable, including intellectual property rights, of any other person.

6.2 All warranties, conditions and other terms implied by statute or common law will apply to any Deliverables supplied by you.

6.3 You promise that Deliverable supplied by you will be suitable for any purposes for which Deliverables of that type are commonly supplied and any specific purposes made known to you by us, save only for any unsuitability which you have, as soon as might reasonably have been expected of you (and in any case before starting Performance) expressly notified to us. Where Deliverables are of a technical nature we will rely on your expertise in recommending or selecting Deliverables.

6.4 You will indemnify us and keep us indemnified immediately upon our written demand against any cost, claim, expense or liability arising from any breach of your obligations under this contract.

6.5 If you fail to comply with any obligation under the contract we will be entitled, at our discretion, to reject any Deliverable and you will not be entitled to receive payment for that Deliverable.

6.6 If any contract goods do not comply with all contract requirements we can demand that you repair them or supply replacement goods within seven days or, at our sole discretion, we can reject the goods and demand the repayment of any sum already paid for them.

6.7 We will not be liable to you for any delay or failure to perform any of our obligations under this contract if the delay or failure was due to a cause beyond our reasonable control.

6.8 If any contract goods or rights were bought or obtained by you from a third party then any benefits or indemnities that you hold from that other party, in respect of those items, will be held on trust for us.

6.9 You will insure yourselves, and keep insured until Performance is complete (including until the expiry any warranty period), against all normal insurance risks relevant to your work for or with us, on terms and for amounts consistent with normal business prudence. You will demonstrate to us the terms and currency of any such insurance on request.

### 7.0 Rights

7.1 "Rights" comprise Intellectual Property Rights (including without limitation patents, trade marks, designs (whether registered and unregistered) copyrights, rights in respect of trade secrets) and any other rights required to enjoy the benefit of the Deliverables such as any certification required by relevant legislation. They will be transferred or licensed to the Company on the terms of clauses 7.2 or 7.3 below.

7.2 Where the Deliverable is an "off-the-shelf" or standard product whether the Rights are owned by you or by a third party you will grant to us an assignable;

royalty-free licence in respect of the Rights; covering usage for any likely intended purpose; and free of any obligation on us save such as we expressly agree in the contract.

7.3 Where the Deliverable is a product which has been specifically designed or developed for us or if transfer of Rights has otherwise been agreed in the contract you will transfer to us, or procure to be transferred to us, with full title guarantee the ownership of the Rights in that Deliverable to the full extent (including as to territory) that we reasonably need them for our intended purposes, and to the full extent of any wider rights available to you. You will execute any documents and make any declarations reasonably required by us, now or in future, to confirm the vesting in us of the Rights, you will not exploit those rights save for us or with our written consent, and you will (to the extent not yet legally transferred) hold all such Rights on trust for us absolutely for the maximum permitted period of eighty years. We have your irrevocable power of attorney to execute any such documents and make any such declarations on your behalf if you fail to do so promptly on request.

7.4 If you carry out any development work at our request and wholly or primarily at our expense we will own all intellectual property rights generated by that work, and section 7.3 will apply to those rights.

7.5 You will do anything reasonably required by us, during or after Performance, to perfect any transfer or licence of rights to us under this section or to assist us in registering or authenticating (but not at your cost enforcing or defending) those rights.

### 8.0 Termination

8.1 If goods have been offered by you as, or if they are, standard or stock items we can, by notice to you, at any time up to delivery cancel our commitment to buy them. Any other commitment of ours to receive and pay for Deliverables may be cancelled by us as follows. We will be bound to reimburse you for all irrecoverable costs incurred, or unavoidably committed, by you up to the point of cancellation. By "costs" is meant for this purpose the direct costs to you of Performance, to an aggregate amount not exceeding 80% of the purchase price of the cancelled commitment. We will be entitled, if we wish it, to the benefit of the part-finished Deliverables in question.

8.2 We may suspend performance of, or cancel, or suspend and then at any subsequent time cancel, the contract without any liability to you if you breach its terms and such breach is either incapable of remedy or you fail to remedy it within 28 days of notice to remedy being given to you, or if your business fails.

8.3 Your business will be treated for this purpose as having failed if:

8.3.1 You make any voluntary arrangement with your creditors;

8.3.2 (Being an individual or firm) you become bankrupt;

8.3.3 (Being a company) you become subject to an administration order or go into liquidation;

8.3.4 Any third party takes possession of, or enforces rights over, any of your property or assets under any form of security;

8.3.5 You stop or threaten to stop carrying on business;

8.3.6 You suffer any process equivalent to any of these, in any jurisdiction; or

8.3.7 We reasonably believe that any of the events mentioned above is about to occur and we notify you accordingly.

8.4 Any right of cancellation or suspension under this section is additional to any rights available to us under the law of any relevant jurisdiction including without limitation the right to claim damages in respect of any breach committed by you.

8.5 Any contract term will expire on the final date of that term or any specified minimum term unless specifically extended by notice in writing given by us. If we provide no notice in a break period, our default position is that any agreements are terminated on the original agreed date.

### 9.0 Miscellaneous

9.1 You will keep strictly confidential all information which you learn about us or our customers, and use that information only for the performance, in good faith, of your contractual obligations to us. This restriction will apply until the fifth anniversary after the contract end date, and does not apply to information which was demonstrably public knowledge at the time of usage by you

9.2 During the term of the contract and for a period of [6] six months following the termination or expiry of the contract you will not solicit for employment any of our personnel without our prior written consent.

9.3 Our relationship is as independent contractors only, not as partners or as principal and agent. The contract is non-assignable by you. It is assignable by us to a group company that is a company in the same ultimate beneficial ownership or if we dispose/sell buildings then it is assignable to the new owner. If the contract is not assignable to the new owner, then we may terminate our contract to you without incurring fees; loss of profits or costs. You may sub-contract or delegate Performance in particular respects but not generally and not as regards your responsibility to us, nor your direct contact with us, in any respect.

9.4 You remain liable in respect of the acts and omissions of your agents, employees and sub-contractors as if they had been your acts or omissions.

9.5 Neither party shall be liable in respect of any delay in performance or failure to perform caused by any reason outside that party's reasonable control ("force Majeure").

9.6 The contract (including any agreed changes) represents the entire agreement between us relating to the subject matter and all prior representations and additional terms (express or implied) not referenced in the contract are hereby excluded. Nothing in this clause excludes or limits either party's liability for any fraudulent misrepresentation.

9.7 No waiver by us of any breach of contract by you will be considered as a waiver of any subsequent breach of the same or any other provision, or as a release of the provision which you breached. No delay by us in enforcement, and no toleration shown by us, is to imply any waiver or compromise of our rights.

9.8 If any provision of these Terms is held by competent authority to be invalid or unenforceable in whole or in part the validity of the other Terms and of the remainder of the provision in question will not be affected. Every provision is severable from every other.

9.9 Any written notice by these Terms will be deemed to have been sufficiently served if posted by pre-paid official post service, or if sent by fax then on receipt of successful answerback, or if sent by e-mail (but in this case only on evidence of successful transmission and only if the parties have regularly communicated on contract matters by that e-mail route).

9.10 The contract will be governed by the law of [England], and you submit to the non-exclusive jurisdiction of the [English] courts.

### 10.0 Disputes Resolution

10.1 If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of the Contract the parties shall first seek to resolve the matter between themselves within a period of 14 days. The managing Director or equivalent person of both parties shall be nominated either responsible for seeking resolution to the dispute. If agreement is not reached either party may give the other 7 days notice to resolve the dispute or difference through Alternative Dispute Resolution (ADR) in accordance with the mediation procedure of the Centre for Effective Dispute Resolution (CEDR). If the parties fail to agree terms of settlement of their dispute or difference within 56 days of the receipt of such notice or the party to whom the notice was given refuses to participate in the ADR procedure then the matter shall be referred to Arbitration.

10.2 If any dispute or difference which may arise between the parties in connection with or arising out of the contract is referred to ADR mediation, but is not settled, then either party shall give notice to the other and such dispute or difference shall be referred to Arbitration. The parties shall agree on the appointment of a single arbitrator within 14 days after the date of such notice or in default of agreement the arbitrator shall be nominated on the application of either party by the president for the time being of the Chartered Institute of Arbitrators. The arbitration shall be conducted in accordance with the current Arbitration Rules as published by the Chartered Institute of Arbitrators. Version 1.Document Published: March 2010