

HENRY BOOT CONSTRUCTION LIMITED GENERAL CONDITIONS OF PURCHASE

1. DEFINITIONS

"Company" means Henry Boot Construction Limited.
"Supplier" means the person, firm or company to whom the Order is addressed and includes the Supplier's successors.
"Products" means the goods and/or services specified in the Order to be supplied by way of sale or hire by the Supplier including where applicable all deliverables, packaging, instructions, data, safety/other information and any ancillary advisory, installation and other services provided by the Supplier in connection with the supply of the Products.
"Conditions" means these general conditions of purchase together with any special conditions or requirements specified on the face of the Order and any terms implied into the Contract by statute.
"Confidential Information" means any confidential information, matter, data, know-how, documents, secrets, dealings, transactions or affairs relating to the Company not generally available to the public.
"Contract" means the contract for the supply of Products created by the Supplier's acceptance of the Order.
"Control" means in relation to a legal entity, the direct or indirect ownership of more than 50 per cent of the voting capital or similar right of ownership in that legal entity or the legal power to direct or cause the direction of the general management and policies of that legal entity whether through the ownership of voting capital, by contract or otherwise.
"Designs" means any documents, designs, drawings, plans and specifications (including specifications of samples, models and tools) provided by the Company to the Supplier.
"Insolvency Event" means in respect of any entity (a) being unable to pay its debts as they fall due; or (b) ceasing to operate all or a substantial part of its business; or (c) being subject to or threatened with any Insolvency Procedure; or (d) having any resolution passed or documents filed with the court for the appointment of an Insolvency Practitioner over its undertaking or any part thereof; or (e) having any party give notice of intention to appoint an Insolvency Practitioner over that company, its undertaking or any part thereof; or (f) any proceedings are commenced relating to its insolvency or possible insolvency.
"Insolvency Procedure" means (a) starting negotiations with or making an arrangement or composition with its creditors; or (b) otherwise taking the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or (c) taking or having taken against it any steps for suspension of payments, winding-up, dissolution, administration, reorganisation, bankruptcy or any similar procedure; or (d) entering into bankruptcy, administration, liquidation, or other similar insolvency (whether voluntary or compulsory); or (e) suffering or allowing any legal or equitable execution to be levied on its property or obtained against it.
"Insolvency Practitioner" means a trustee in bankruptcy, liquidator, receiver and/or manager, administrator or administrative receiver.
"Intellectual Property Rights" means registered and unregistered design rights, copyright and all other intellectual property rights (including without limitation any patent, registered or unregistered design rights, copyright, trade mark) or application for any such right.
"Law" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or any applicable judgement of a court of law which changes a binding precedent or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.
"Order" means the order placed by the Company on this Purchase Order form for the supply of the Products and includes all specifications, documents and drawings therein referred to.
"Regulatory Body" means any government department, regulatory, statutory and other entity, committee and body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the subject of the Order, the Contract or the Supplier.
"Site" means any land or premises where the Company requires the Products specified in the Order.

2. ACCEPTANCE OF CONDITIONS

- 2.1 The Supplier is not required to acknowledge receipt of this Order unless there is a material disagreement with the price, the delivery or any other important aspect of this Order.
- 2.2 Manufacture or dispatch of goods, or performance of services specified in the Order shall be deemed to constitute acceptance of these Conditions.

3. PRICE AND PAYMENT

- 3.1 The price of the Products shall be as stated on the face of the Order.
- 3.2 The Company shall pay invoices in full within 36 days of receipt. Payment shall be made to the bank account nominated in writing by the Supplier.

4. DELIVERY

- 4.1 The Supplier shall provide the Products to the Site specified on the face of the Order on the date or within the period of time specified in the Order, time being of the essence. Where goods are being delivered by the Supplier or its carrier the driver must report to security at the site entrance for directions. A detailed advice note for the Products, bearing the Company's Order number shall accompany the Products.

5. SAFETY AND SECURITY

- 5.1 In addition to ensuring that the Products comply with all health, safety and environmental requirements imposed by Law, the Supplier shall ensure that, when present on sites owned or managed by or on behalf of the Company, the Supplier's employees, agents and sub-contractors report to security or the site office at the site entrance and comply with all regulations, rules, procedures and requirements of the Company and its agents (including specifically the Company's Site Regulations for Contractors), in the interests of maintaining safety.

6. GUARANTEES

- 6.1 In relation to both goods and services supplied pursuant to the Order, the Supplier guarantees that:
 - (a) The Products shall comply with any standard of performance specified either expressly or by implication in the Order;
 - (b) The Supplier, in providing the Products will exercise a level of skill and care reasonably expected from a competent, experienced supplier of goods or services such as the Products; and
 - (c) The Company shall not be deemed to have accepted any Products until it has had a reasonable time to inspect them following delivery. Acceptance or deemed acceptance under this clause shall not prevent the Company from rejecting any Products within a reasonable time of the defect becoming apparent, accordingly it may reject all or any part of the Products provided by the Supplier under an Order if such Products are found not to be in accordance with the Order. Without prejudice to the Company's rights or remedies arising due to the Supplier's breach of the Conditions, the Company may at its discretion, either (i) require the Supplier to replace the rejected Products with Products which comply in all respects with the requirements and specifications of the Order within such time as may be stipulated by the Company, or (ii) require the Supplier to credit the Company the invoice price and carriage charges in respect of the rejected Products or in the case of rejection of the whole of the Products to terminate the Contract.
- 6.2 In relation to any goods supplied pursuant to the Order, the Supplier additionally guarantees that:
 - (a) The goods shall be of sound materials and workmanship;
 - (b) The goods shall be free from any defects of design and shall be as durable as it is reasonable to expect having regard to the purposes for which such goods are commonly used, and shall not be subject to any abnormal requirements;
 - (c) where the goods are construction products they will comply with the Construction Products Regulations 2013 as amended or replaced from time to time; and
 - (d) The goods shall be delivered to the Company adequately secured to any containers or pallets in or with which the goods are delivered and shall be clearly labelled with sufficiently clear, understandable and detailed handling and storage instructions so that no loss or damage shall occur in the course of unloading, handling and storing the goods in accordance with such instructions.

7. ORDER AMENDMENTS

- 7.1 Before the Supplier completes delivery of the Products, the Company may make changes to the Order at any time by notice in writing to the Supplier. If any changes cause an increase or decrease in the Supplier's costs or the time required for performance the Supplier shall notify the Company within 14 days of receipt of such notice and a reasonable adjustment shall be agreed by the Company and the Supplier reflecting the increase or decrease in the Supplier's costs or time for performance. The Supplier agrees to accept any such changes subject to the terms of this clause.

8. APPROVAL

- 8.1 When the Products to be supplied under the Contract are to be manufactured or produced in accordance with the Supplier's Designs or when samples are to be submitted for approval by the Company, the approval by the Company shall in no way relieve the Supplier from its obligations to comply with the Conditions.

9. CONFIDENTIALITY

- 9.1 All Designs and Confidential Information shall (i) be treated as confidential by the Supplier and used by the Supplier only for the purpose of providing the Products; (ii) be disclosed only to such employees of the Supplier as are properly engaged in the provision of the Products; and (iii) be returned to the Company (without retention of copies) on completion of delivery of the Products.

10. INTELLECTUAL PROPERTY

- 10.1 Where Products are produced by the Supplier to the special order or design of the Company the Supplier hereby assigns to the Company all Intellectual Property Rights in the Products which the Supplier now has or may acquire in creation and delivery of any part of the Products and undertakes to execute any assignment that the Company may require for such purpose.
- 10.2 The Supplier warrants to the Company that the sale or use of the Products does not and will not infringe any other party's Intellectual Property Rights and agrees to indemnify the Company against any and all claims, proceedings, losses, damages, costs and fees suffered by the Company in respect of any claim for infringement of these rights.

11. INDEMNITY

- 11.1 The Supplier shall indemnify the Company against losses, claims, damages, penalties, costs or expenses arising from any of the following: (i) loss or damage suffered by the Company or for which the Company may be liable to third parties, due to the failure of the Products to comply with the provisions of the Contract (including the manner of their delivery or supply to the Company). (ii) claims in respect of death or personal injury, howsoever caused, to any of the employees of the Company, or those of agents of or contractors to the Company or to any other persons, due to any defect of the Products or the manner of packaging and delivery of the Products or instructions supplied with the Products, including (without limitation) any matter giving rise to any breach of Law.
- 11.2 The Supplier's liability to indemnify the Company pursuant to clause 11.1 above shall not be affected by any exercise by the Company of its right to terminate the Contract.

12. SUB-CONTRACTS AND ASSIGNMENT

- 12.1 The Contract is between the Company and the Supplier as principals and shall not be assigned or sub-contracted by the Supplier without the written consent of the Company.

13. INSURANCE

- 13.1 The Supplier shall have and shall procure that any carrier or other agent of the Supplier shall have in force adequate policies of insurance to cover the Supplier's liabilities arising from the Contract, covering professional indemnity, employer's liability, third party and product liability and motor insurance (as appropriate) in a form satisfactory to the Company at a level of the higher of £1,000,000 (One million pounds) or the level specified on the front of the Order. The Supplier shall from time to time on request produce copies of all such insurance policies, together with the receipts for the latest premium.

14. TITLE AND RISK IN GOODS

- 14.1 The property and risk in any goods supplied as part of the Products shall remain with the Supplier until the point such goods have been unloaded at the delivery address as specified in the Order or such other point of delivery as is agreed between the Company and the Supplier. The Supplier will (at the Company's option) either repair or replace free of charge goods damaged or lost in transit.

15. TERMINATION

- 15.1 The Supplier agrees that the Contract may be terminated by the Company in whole or in part on 14 days' notice at any time by delivery to the Supplier of a notice of termination.
- 15.2 The Supplier agrees that the Contract may be terminated by the Company in whole or in part immediately by delivery to the Supplier of a notice of termination if (i) the Supplier is in breach of these Conditions; (ii) the Supplier (or any partner of the Supplier) undergoes a change of Control or suffers an Insolvency Event; or (iii) if the Company becomes aware of any claim that any of the Products infringe the Intellectual Property Rights of any third party.

16. CONSEQUENCES OF TERMINATION

- 16.1 Should the Contract be terminated the Supplier shall immediately cease work and cause its suppliers or sub-contractors to cease work in connection with the Order.
- 16.2 Subject to clause 16.3, where the Contract is terminated pursuant to clause 15.1, the Company shall pay to the Supplier (i) that portion of the Contract price corresponding to the Products which shall have been delivered in conformity with the Contract prior to the date of termination, together with (ii) an amount equal to so much of the costs necessarily incurred by the Supplier prior to such date in the acquisition and/or manufacture of the remainder of the Products as would otherwise represent unavoidable loss to the Supplier
- 16.3 The total amount payable under clause 16.2 shall not exceed an amount which, when aggregated with sums previously paid by the Company to the Supplier in relation to the Contract, would exceed the total price payable under the Order for the Products.

17. GENERAL

- 17.1 Any dispute arising out of or in connection with this Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.
- 17.2 The Company may at any time or times set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether any such liability is present or future (whensoever arising), liquidated or unliquidated, under the Contract or not and irrespective of the currency of its denomination. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set off. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to it under the Contract or otherwise.
- 17.3 No failure or delay by a party to exercise any right or remedy provided under this agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or

any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 17.4 No person other than a party to this agreement, and their respective successors and permitted assigns, shall have any rights to enforce any term of this agreement.
- 17.5 Any change to the Contract must be recorded in writing and signed on behalf of the Company.

18. HIRE TERMS

- 18.1 The Supplier shall be deemed to have informed and satisfied himself fully as to the nature and extent of the Site and of the work for which the Products are required and therefore to have provided, unless expressly otherwise specified in the Contract, for all reasonably foreseeable eventualities in the price.
 - 18.2 The Supplier shall have access (but not exclusive access) only to such parts of the Site as are reasonably necessary for the purpose of carrying out the Contract and to such other parts as the Company may from time to time authorise. The Supplier shall be responsible for ensuring that no other part of the Site is entered and that use is made only of such roads, routes and facilities and at such times as the Company may from time to time authorise.
 - 18.3 The Company shall be at liberty to object to any representative or person provided by the Supplier in the performance of the Contract on the Site or in any other place who shall in the opinion of the Company misconduct himself or be incompetent or negligent. The Supplier shall remove that person from the Site and he shall not be employed again by the Supplier in connection with the Contract without the permission of the Company. Any removal of labour under this clause shall not constitute a valid reason for the Supplier's failure to perform its obligations in accordance with the Contract.
 - 18.4 If the Contract requires the supply of an operator with the Products, the Supplier shall procure that the operator's driving/operator's licence is produced to the Company upon request and shall procure that the operator shall keep records of the periods during which the Products were working or standing and shall make this information available to the Company.
 - 18.5 All accidents involving any Products and/or any operator shall be notified to the other party by whichever party has first knowledge of any accident. If made verbally this notification shall be confirmed in writing.
 - 18.6 The Supplier shall be responsible for the delivery, unloading, and where appropriate installation and dismantling, and reloading of the Products at the Site.
 - 18.7 All Products shall be sited or deposited as directed by the Company but shall remain in the custody of the Supplier who shall be liable for the care, safety and storage thereof whenever an operator is provided. The Supplier shall on completion of the Contract remove all Products and leave the Site in a clean condition.
 - 18.8 The Supplier shall cause regular and appropriate inspection and maintenance of the Products to be carried out by competent persons and shall observe all Law relating thereto. No hire charges shall be payable in respect of the duration of such inspection or maintenance. Acceptable substitute Products shall be made available to the Company by the Supplier for any period during which the Products are unavailable for use by the Company.
 - 18.9 Where the Supplier provides an operator, the operator shall keep himself acquainted with the state and condition of the Products and shall undertake a thorough inspection of the Products prior to every use of the Products and shall also make himself familiar with the local and Site Regulations of the Company particularly (but without limitation) those relating to health, safety and hygiene, Site conditions and personnel requirements.
 - 18.10 The Supplier shall at its own expense keep the Products in good and substantial repair and suitable for use at all times and provide all lubricants and fuel (unless otherwise agreed in writing between the parties).
 - 18.11 The Supplier shall immediately remedy any unsafe or unsatisfactory operation of the Products or shall forthwith provide acceptable substitute Products.
 - 18.12 If the Supplier fails to act as aforesaid the Company may hire from any other source substitute Products for such period as may be reasonable.
 - 18.13 No hire charges shall be payable in respect of the duration of any period during which the Products are unsafe or unsatisfactory.
 - 18.14 Where the Company hires substitute Products pursuant to Clause 18.12 the Supplier shall reimburse the Company any costs or expenses thereby incurred by the Company due allowance being made for the hire charges that would have been payable under the Contract but for such unsafe or unsatisfactory operation.
 - 18.15 All current inspection reports or copies thereof on the Products required under any statute or regulation shall be made available for the Company's inspection if required. All inspection reports provided under this Contract shall be returned to the Supplier at the end of the Contract.
- ## 19. MODERN SLAVERY ACT
- 19.1 In performing its obligations under the Contract, the Supplier shall: (i) comply with the Modern Slavery Act 2015 and provide details on request of such compliance; and (ii) implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, where there is a high risk of slavery or human trafficking in such supply chains.