

General Conditions of Purchase

1. APPLICATION

- 1.1 Subject to clause 1.3, these general conditions of purchase ('Conditions') shall apply to (any) Order(s) placed with the Supplier by the Purchaser. No conditions (other than Agreed Terms and Conditions) which deviate from the terms of the Order or these Conditions shall be effective between the Supplier and the Purchaser. The acceptance of, or payment for, Goods or Services by the Purchaser shall not constitute acknowledgement or acceptance of the Supplier's own terms and conditions, which are expressly rejected.
- 1.2 In the event where the Purchaser issues an Order with these Conditions attached at the same time as negotiating an alternative agreement with the Supplier these Conditions shall apply and shall have precedence unless and until such alternative agreement become Agreed Terms and Conditions.
- 1.3 These Conditions do not apply where there are Agreed Terms and Conditions in place between the Purchaser and the Supplier; and, in that case these Conditions should be disregarded in their entirety. If at any time the Agreed Terms and Conditions lapse or cease to apply, or to bind the parties thereto, these Conditions shall apply to govern the relationship between the Supplier and the Purchaser as regards any future Orders or Orders which have not completed.

2. DEFINITIONS AND INTERPRETATIONS

The following terms shall have the following meanings for the purposes of these Conditions (including the foregoing):

Agreed Terms and Conditions - means an agreed, signed and binding contract, agreement or deed setting out the terms and conditions governing the relationship between the Purchaser and the Supplier as regards the Order

Client - means the Purchaser's client for the Project

Company - means any WSP Group company including the Purchaser

Completion - means the complete fulfilment of all the requirements of the Order, for the provision of Goods and/or Services, in the manner and time described therein

Conditions - has the meaning given above

Currency - means the currency type as defined within the Order

Delivery or Deliveries - means the actual placing of the Goods and/or Services on the Site and/or the completion of the Services in accordance with the Order

Goods - means any materials, items and/or deliverables forming part of the Scope of Work

Order - shall mean the purchase order document issued by the Purchaser to the Supplier that confirms the details of the Scope of Work and/or supply required

Order Date - means the date stated on the front sheet of the Order

Project - the scheme of creation by the Purchaser and/or the Purchaser's Client in respect of which the Scope of Work is required

Purchaser - means WSP UK Ltd

Purchase Order Reference Number - means the purchase order number stated in the Order or otherwise supplied by the Purchaser to the Supplier

Rights - has the meaning given to such term in clause 7.1

Scope of Work - means the goods and/or services required as set out under the heading "Scope of Work" in the relevant Order

Services - means any work, including (but not limited to) the provision of workers and labour, professional advice, consultancy provision, design, data, analysis, report, document provided that are not Goods

Site - means the designated place for delivery of Goods and/or the designated location for the completion of and/or subject of the Services

Supplier - means the other party to the contract from the Purchaser named in the Order or Agreed Terms and Conditions

WSP is the generic trading name of the business for which the ultimate parent company is WSP Global Inc

Note 1

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout these Conditions shall include all genders and the plural and the successor in title to the parties.

Note 2

Headings contained in these Conditions are for reference purposes only and should not be incorporated into these Conditions and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

3. DELIVERY, COMPLETION, TITLE AND RISK

- 3.1 All Deliveries shall be made to, and Services performed at, the Site specified or a place designated in the Order. Delivery takes place when the Goods/Services are fully unloaded and installed (where appropriate) and/or Completion will occur when the Services referred to have been executed to the reasonable satisfaction of the Purchaser in accordance with the Order including the provision of all documents and/or software.
- 3.2 Unless otherwise specified, title and risk shall pass from the Supplier to the Purchaser upon Delivery of the Goods /Services and/or at completion. Any retention of the title by the Supplier shall be excluded with the exception of Goods operated or in the control of the Supplier where the risk shall be retained by the Supplier.
- 3.3 If the Supplier does not deliver the Goods or provide the Services at the time(s) specified in the Order, then in addition to its other rights (in damages or otherwise), the Purchaser has the right to terminate the Order. Notwithstanding this, the Supplier must notify the Purchaser immediately if it cannot supply on time or meet any agreed key milestones by the date or dates stipulated, and must take every possible step to supply and/or complete on the original date or any earlier or later date that the Purchaser may agree to in writing. Any increased costs required to meet the original or agreed rescheduled time for supply or completion shall be borne by the Supplier.
- 3.4 All Goods must be accompanied by the necessary shipping documents as well as by a delivery note, which specifies the Goods precisely and shows the Purchase Order Reference Number and any other data the Purchaser requires including but not necessarily limited to all documents and/or software which shall be accompanied by a transmittal note showing full details including where applicable Project name, document title, issue dates and document status. All fees and taxes, including any import and/or export duties must be paid by the Supplier prior to Delivery to the Purchaser. The Purchaser is to be given every assistance in obtaining any documents which the Purchaser may require relating to the Goods.
- 3.5 Goods must be properly packed to protect them. If recycling is a requirement under the law of the country in which the Goods are to be delivered or used, the Supplier guarantees that the protective packaging can be recycled or used again outside the public waste disposal system.
- 3.6 The Purchaser reserves the right, on giving notice, to inspect the Goods and/or their manufacturing process at any reasonable time. Any inspection before or after Delivery or any approval by the Purchaser of any specifications, drawings, samples or other descriptions of the Goods/Services prepared by the Supplier shall not prejudice the Purchaser's right to reject defective Goods/Services at a later date or make a claim in respect of them.
- 3.7 Notwithstanding any inspection, comment, clearance, shipping notice, goods inward inspection release, or any other form of approval that may be given or implied as being given, the Purchaser does not wave any of his rights under any agreement to receive Goods and Services that are fit for the purpose they are intended and meet any specified level of quality or meet the agreed quality assurance requirements. In addition, for the sake of clarity and the avoidance of doubt, the responsibility for the quality of the products, Goods and/or Services rendered shall always remain with the Supplier.

4. PRICES AND TERMS OF PAYMENT

4.1 Unless otherwise specified, prices include all delivery and packaging costs. Payment shall be made within 60 days of invoicing in accordance with the Purchaser's standard terms of payment. Invoicing shall not take place before Delivery or rendering of the Services unless otherwise agreed in writing.

4.2 All invoices must be sent to the Purchaser at the invoice address set out below.

WSP UK Limited, PO Box 240, Leeds, LS11 1ED

In order to be a valid invoice, the invoice address used should align with the information provided under the heading "Invoice details" in the Order document.

4.3 All invoices must be sent separately from any Deliveries, specifying the Purchaser's Purchase Order Reference Number, the item line number if appropriate, and the Order date, the Goods and/or Services delivered and/or Services rendered the date of Delivery and/or Completion and any other data the Purchaser may require. Any Value Added Tax or other tax, if any, must be shown separately.

5. WARRANTIES

5.1 The Supplier warrants that in supplying the Goods and/or Services:

5.1.1 The Supplier and the Goods and/or the Services shall comply with the specifications contained in the Order and with all specifications supplied by the Purchaser in connection with the Order;

5.1.2 The Supplier and the Goods and Services shall comply with all applicable law, including any relevant licensing and registration requirements, in the place of Delivery and any other territory which the Purchaser has stipulated, including all applicable directives and regulations of the European Union;

5.1.3 The Goods and/or Services shall be free from all material defects and fit for any purpose the Purchaser has made known to the Supplier expressly or by implication and all Services shall be performed to the highest standards of skill and care;

5.1.4 The Goods and/or Services shall be in accordance with all relevant industry standards, including the relevant engineering and safety standards of the Purchaser and all applicable European Union and UK authorities/regulators.

5.2 Any acceptance of late, incomplete or defective Deliveries, or the payment of Invoices in respect of any Order, shall not constitute any waiver of any warranty claim by the Purchaser. Any obligation to inspect Deliveries arising from under statute shall not apply to any Deliveries.

5.3 If any warranty set out in 5.1 above is breached, the Purchaser may demand either the immediate replacement of the Goods free of charge and/or re-working of the Services or the remedy of the defect which the Supplier shall undertake at the Suppliers cost and expense.

5.4 In urgent cases, where the Supplier is not able to respond to the reasonable requirements of the Purchaser, the Purchaser shall have the right to remedy the defects and/or repair the damage itself at the Supplier's expense. Any other rights in respect of the breach shall remain unaffected.

5.5 The warranties set out in 5.1 shall apply for a minimum of 12 months from Delivery and/or completion, in the case of the rendering of Services, a minimum of 18 months from the time the Services were rendered, unless otherwise agreed in writing or unless a longer period of limitation applies.

6. LIABILITY AND INSURANCE

- 6.1 The Supplier shall indemnify and keep indemnified the Purchaser against any and all loss, costs, damages and liability arising from any breach of these Conditions including but not necessarily limited to product liability and claims for damage as a result of injury or death.
- 6.2 The Supplier shall be liable as for itself for any persons employed or contracted in the performance of Supplier's obligations.
- 6.3 The Supplier shall maintain appropriate product liability and professional indemnity insurance cover and such other insurance cover as could reasonably have been foreseen as required at the time of contracting and/or as reasonably requested by the Purchaser at the time of the Order. If the Supplier fails to do so, the Purchaser may take out such insurances on behalf of the Supplier and charge the Supplier with the cost of such insurances as well as any administrative costs incurred by the Purchaser in so doing.
- 6.4 When requested to do so by the Purchaser (not more frequently than twice in each calendar year), the Supplier shall provide to the Purchaser documentary evidence, including a valid insurance certificate, which demonstrates the insurance required pursuant to this clause 6 is being properly maintained. The Purchaser may withhold all payments due in accordance with clause 4 if the Supplier does not, following such request, provide valid insurance certificates to the reasonable satisfaction of the Purchaser.

7. INTELLECTUAL PROPERTY RIGHTS /THIRD-PARTY RIGHTS

- 7.1 'Rights' means patent rights, copyrights, trademarks and design rights (registered or unregistered), utility model rights and other intellectual property rights in any part of the world with the exception of any pre-existing third party rights.
- 7.2 If Goods are manufactured or supplied or Services are rendered according to the Purchaser's designs or specifications, or where the Supplier has provided any design or development Services to the Purchaser, the Rights to any Goods and/or Services manufactured or supplied or design or development work ("the Developments") shall vest in the Purchaser. The Supplier shall promptly inform the Purchaser of any Development and take all measures, at the expense and by agreement with the Purchaser, which may be necessary to vest such rights in the Purchaser or its nominee and shall at the Purchaser's request procure the waiver of moral rights in such Developments. 'Developments' shall include any information, knowledge, idea, design, data, analysis, opinion material or invention and any expression of any idea created by the Supplier (or its agents or employees) in connection with any Order or, where applicable, Project.
- 7.3 The Supplier guarantees that no Rights (including any rights belonging to any third party) are violated or infringed through the supply of any Goods or the provision of any Services by the Supplier or through the use of such Goods or Services. The Supplier shall immediately indemnify and keep indemnified the Purchaser at the Purchaser's request in respect of any claim that in use or possession of any Goods or Services supplied by or on behalf of the Supplier infringes any Rights of any third party. The indemnity shall include all expenses and cost incurred by the Purchaser in connection with any claim made by a third party.
- 7.4 All products, samples, documents and information provided to the Supplier by the Purchaser and/or the Purchaser's Client in connection with an Order or, where applicable, a Project and the Purchaser's Rights shall remain the property of the Purchaser and/or the Purchaser's Client as applicable. The Purchaser in particular reserves all copyrights. The Supplier shall be allowed to use such products, samples, documents, information and Rights only within the agreed limits of the purpose of the Order or, where applicable, Project.
- 7.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1 Both parties acknowledge that all information relating to each other's business or that of any associated company (including the fact of and the terms of an Order) which is not public knowledge otherwise than as a result of a breach of the Conditions by the Supplier is confidential. The parties agree not to disclose confidential information to any other person (except the Purchaser may disclose such information to other companies within the Purchaser's group of companies and to insurers and advisors), nor to use it for any other purpose than fulfilling the Order.
- 8.2 Each party shall be responsible for any unauthorised disclosure made by any of its employees, servants or agents and shall take all reasonable precautions to prevent such disclosures.

- 8.3 The Supplier shall not use the name, trademarks or trade names of the Purchaser or WSP business nor refer to the WSP business at any time (before, after or during the fulfilment of the Order) for advertising, promotional or other purposes without the prior written consent of the Purchaser.
- 8.4 The Supplier agrees that any data in connection with its business relations with the Purchaser may and will be stored and processed by the Purchaser or by third parties employed by the Purchaser.
- 8.5 For the purposes of these Conditions, "controller", "data subject" and "personal data" have the meanings given under the Regulation; "processing" has the meaning given under the Regulation (and "process", "processed" and "processes" shall be construed accordingly); and "Regulation" means the General Data Protection Regulation (EU) 2016/679.
- 8.6 Where the Purchaser provides the Supplier with personal data for processing as an integral part of the performance of the Services, the Supplier shall enter into a standalone data processing agreement with the Purchaser in form and substance acceptable to the Purchaser.
- 8.7 Where the only personal data exchanged by the Supplier and the Purchaser is business contact details of employees for the purposes of managing the Supplier Purchaser relationship and the Services do not involve processing personal data as an integral part of the performance of the Services, the Purchaser and Supplier shall each be independent controllers of that personal data in their own right.
- 8.8 The Supplier shall comply with applicable data protection and privacy laws in relation to the personal data, including the Regulation.

9. TERMINATION

- 9.1 The Purchaser may terminate this Order at any time in whole or part and for any reason, by providing written notice in advance of its intention to do so and can terminate this Order at any time in whole or part without any prior notice if the Supplier is in breach of clauses 13 and 14. The Supplier may only terminate this Order if there is a material breach of these Conditions by the Purchaser which it has not remedied within twenty one days of being given written notice to do so.
- 9.2 Either party may terminate an Order immediately in writing without judicial recourse and without any prior notice, if the other party becomes insolvent or any insolvency procedure with respect to the other party has been applied for or opened or (in the Purchasers' case only) if there is a change in the ownership, control or management of the Supplier which could materially affect the interests of the Purchaser or WSP. If there is a change of ownership or control of the Supplier, the Supplier shall inform the Purchaser immediately.
- 9.3 On termination of an Order the Supplier will refund advance payments for Goods and Services not yet supplied or rejected. Each party agrees to take due care of and not dispose of property belonging to the other and will keep it readily identifiable as the other's property. Each party will at any time and on request return any property belonging to the other, except that if the Supplier is in default, the Purchaser may continue to hold and use any of the Supplier's property, which will be returned or paid for in due course. The Purchaser shall have the right and the Supplier shall procure that the Purchaser may retake possession of its property at any time by entry into any premises where it is kept.
- 9.4 Termination of this Order for whatever reason shall not affect any provisions of the Conditions which are intended to have effect (including 7.1,8,9 and 10.2) after it has come to an end.

10. MISCELLANEOUS

- 10.1 The Supplier shall ensure that any person working for it on the Purchaser's or his Client's premises receives and complies with the safety rules and the latest issue of the procedures and working practices of the Purchaser and/or his Client, and any other instruction given by the Purchaser.
- 10.2 The relationship of the Supplier to the Purchaser is that of an independent Contractor and if by operation of law the contract of employment of any employee of the Supplier or any of its sub-contractors transfers to the Purchaser or any third party whom it appoints in place of the Supplier, the Supplier shall indemnify (and keep indemnified) the Purchaser against any liability arising from such transfer and any increased costs resulting therefrom.

- 10.3 Unless otherwise agreed in writing or unless such longer period is required by law, the Supplier shall keep and produce on the Purchaser's request all documentation relating to the Goods or Services supplied as reasonably required by the Purchaser including such documents necessary for tracing the Goods as well as all parts thereof for a minimum period of five years following Delivery, and shall procure that its Suppliers do the same. The Supplier shall also cooperate with the Purchaser in any product recall.
- 10.4 The Purchaser may by giving notice in writing at any time assign or transfer any Order to any other WSP Company solely at the sole discretion of the Purchaser. No other assignment or sub-contracting of an Order is permitted without the prior written consent of the other party. In addition to the warranties under 5.1 above, the Supplier agrees to assign to the Purchaser the benefit of any warranties or guarantees affecting the Goods/Services that the Supplier is granted by third parties.
- 10.5 The Purchaser shall have the right to set off its claims of other companies of the Purchaser against the claims of the Supplier.
- 10.6 Any changes to an Order shall be effective only if put in writing and signed by the Purchaser. This shall also apply to any change in, and waiver of this requirement that changes should be in writing.
- 10.7 The relationship between the Purchaser with the Supplier under these Conditions regards any Order shall constitute separate binding agreements between the Purchaser and the Supplier.
- 10.8 If any of these Conditions or part thereof is/ or becomes invalid, the validity of the remaining provisions shall remain unaffected thereby. The parties shall substitute for the invalid provision a new provision which serves the economic purpose of the invalid provision to the furthest possible extent.
- 10.9 No significant element or portion of the Scope of Works detailed in this agreement (or any instruction or Order governed by these Terms and Conditions) shall be sub-contracted or otherwise assigned by the Supplier without the knowledge and/ or written prior consent of the Purchaser.

11. VARIATIONS AND CHANGE OF SCOPE

- 11.1 The Supplier shall not execute a change to the Scope of Works without the written approval of the Purchaser.
- 11.2 Failure by the Supplier to advise the Purchaser of the need or benefit of a desirable or unavoidable change to the Scope of Work prior to its implementation will invalidate any retrospective right to claim compensation and/ or any associated extension in the time for completion of delivery.

12. HEALTH AND SAFETY AND ENVIRONMENT

- 12.1 Notwithstanding any support and/ or guidance that the Purchaser may render the Supplier, the Supplier shall at all times be responsible for its own Health Safety including but not necessarily limited to programme, method statements, permits to work and safe ways of working whether working on the Purchaser's, his Client's or any other designated site or place of work.
- 12.2 The Supplier shall ensure and demonstrate in writing where required, that all of his employees and/ or agents comply fully with all applicable current UK and EU Health, Safety and Environmental legislation and directives including CDM Regulations (and any subsequent equivalent legislation).
- 12.3 The Supplier shall not by his actions or those of his employees, agents and/ or representatives, and/ or the use of its products, jeopardise or otherwise put at risk of harm the Purchaser, his Client or any other third party including members of the general public.
- 12.4 Where the ultimate Client is a Government body or an organisation governed by specific regulations, responsibilities or legislation/laws, such as the Environment Agency or Network Rail or similar, the Purchaser shall also comply with the additional requirements, where applicable, of their devolved Health Safety and Environmental requirements.
- 12.5 The Supplier agrees that if it receives any form of statutory notice in relation to the Services and/ or the Project, including for the avoidance of doubt, statutory notices received from the Health and Safety Executive, then the Supplier shall immediately inform the Consultant within 1 day of the Suppliers receipt of the statutory notice or forthwith if the action required by such notice so prescribes.

13. MODERN SLAVERY ACT

13.1 In performing its obligations under the Order, the Supplier shall, and shall procure that each of its officers, employees and other persons associated with it, and all of its subcontractors, suppliers and other participants in its supply chains, shall:

- (a) comply with all applicable anti-slavery, servitude, forced and compulsory labour and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- (b) comply with any code of conduct or policy in relation to slavery, servitude, forced and compulsory labour and human trafficking provided by the Purchaser as may be amended from time to time;
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (d) include in contracts with subcontractors and suppliers anti-slavery, servitude, forced and compulsory labour and human trafficking provisions that are at least as onerous as those set out in this paragraph 13.1.

13.2 The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it nor any of its subcontractors, suppliers or other participants in its supply chains

- (e) has been convicted of any offence involving slavery, servitude, forced or compulsory labour or human trafficking; and
- (f) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

13.3 The Supplier shall implement due diligence procedures for its subcontractors, suppliers and other participants in its supply chains, to ensure that there is no slavery, servitude, forced or compulsory labour or human trafficking in its supply chains.

13.4 The Supplier shall notify the Purchaser as soon as it becomes aware of:

- (a) any breach, or potential breach, of the provisions of this Clause 13
- (b) any actual or suspected slavery, servitude, forced or compulsory labour or human trafficking in a supply chain which has a connection with the Order.

13.5 The Supplier shall indemnify the Purchaser against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Purchaser as a result of any breach of this Clause 13.

13.6 The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with this Clause 13.

14. ANTI-BRIBERY

The Supplier warrants that the Supplier shall, and shall procure that none of its offices employees and other persons associated with it, and all of its subcontractors, suppliers and other participants in its supply chains or any associated persons connected to the Supplier shall act in contravention of the Bribery Act 2010 and any other anti-corruption legislation and/or anti-competitive legislation or legal requirement and the Supplier confirms they maintain internal policies to ensure compliance.

15. LAW

Each Order, these Conditions, and any non-contractual obligations arising out of or in connection with any Order or these Conditions shall be governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with these Conditions (including in relation to any non-contractual obligations).

16. PURCHASER'S SPECIAL REQUIREMENTS

All organisations and individuals working for and/or in partnership with the Purchaser are required to comply with the essential precepts of the following policies and culture of WSP.

- a) SHEQ Policy*.
- b) Drugs and Alcohol Policy*.
- c) Health and Safety Culture*.
- d) IT Information Security Policy*.
- e) Modern Slavery Act 2015 Policy.
- f) Global Privacy Policy.
- g) Third Party Code of Conduct.
- h) Procurement & Supply Chain Policy.
- i) Code of Conduct for Third Parties.
- j) Gifts, Entertainment & Hospitality Policy.
- k) Anticorruption Policy.
- l) Working with Third Parties Policy.

Where the Supplier has their own policies and/or company documents adequately covering the above areas/topics, they will not be required to comply with the Purchaser's specific policy documents providing copies of their own documents are submitted to the Purchaser prior to commencing execution of the Scope of Work.

* Copies of the aforementioned documents a), b), c) and d) above can be made available on request.