

# Standard Conditions for the Purchase of Goods and Services

<b>1. INTRODUCTION</b>	<b>4. PAYMENT</b>	
1.1 In these terms and conditions "Company" means Stork Technical Services UK Limited and "Contractor" means any person, firm or body offering to sell goods ("Goods") and/or provide services ("Services") to the Company. "Order" means any submission in writing by the Company requesting the Contractor to supply Goods and/or Services. "Work" means the Goods and/or Services, as applicable.	4.1 The Contractor will be paid within sixty (60) days of presentation to the Company of a valid, accurate VAT invoice for Goods supplied and/or Services completed. The Contractor's invoice in relation to any quote which has been accepted by the Company may only be presented upon completion of the Services or on delivery of the Goods.	524 If the Goods delivered to the Company are in excess of the quantities ordered, the Company shall not be bound to pay for the excess and any such excess shall be and shall remain at the Contractor's risk and shall be returnable at the Contractor's expense.
12 "Authorised Representative" means the persons nominated in writing as representatives of the Company and Contractor respectively.	42 The Company is entitled to set off against the Contractor or any of its subsidiaries or parent companies or any other companies in the same group of companies as the Contractor, any sums due to the Company as at the due date of payment of the invoice.	525 Loan packaging provided by the Company shall be kept safe and returned to the Company in good order. If the Contractor requires the Company to return any packaging material to the Contractor, that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material shall only be returned to the Contractor at the cost and risk of the Contractor.
13 These Conditions ("Condition" means any term or condition contained herein or as may be from time to time amended in writing by the Company) constitute the only conditions upon which the Company is willing to accept Goods and/or Services and shall prevail over any terms and/or conditions in the Contractor's quote or any other document or communication issued by the Contractor (including any acknowledgement of any Order by the Contractor) or implied by trade usage, custom, practice or course of dealing except where specifically agreed in writing by an Authorised Representative of the Company. Any purported provision to the contrary is hereby excluded or extinguished.	43 Following completion of the Work, the Contractor shall not be entitled to receive any payment on any invoice received by the Company after forty-five (45) days as the latest time for receipt of invoices. Nevertheless the Company may, at its sole discretion, make payment against such invoice.	53 Failure to deliver the Work
	44 Interest shall be payable for late payment of correctly prepared and adequately supported invoices. The amount of interest payable shall be based on the then current annual Bank of England "Base Rate" plus four percent (4%) per annum and shall be calculated pro rata on a daily basis. It is herein agreed and recognised that such interest shall be the sole and exclusive remedy of the Contractor in the event of any late payment made by the Company and that all provisions of and terms implied by the Late Payment of Commercial Debts (Interest) Act 1998 are excluded. The parties agree that the rate of interest specified within this clause amounts to a "substantial remedy" for late payment as defined under the Late Payment of Commercial Debts (Interest) Act 1998.	531 If the Contractor fails to meet the date for delivery of the Work (including any date for commencement or completion), then without prejudice to any other rights which it may have, the Company reserves the right to: (a) terminate the Order in whole or in part; (b) refuse to accept any subsequent delivery of the Work which the Contractor attempts to make; (c) instruct another contractor to complete the Order and recover from the Contractor any expenditure reasonably incurred by the Company in obtaining the Work in substitution from another contractor; and (d) claim damages for any additional costs, losses or expenses incurred by the Company which are in any way attributable to the Contractor's failure to deliver the Work by the delivery date.
<b>2. QUOTATIONS AND ACCEPTANCE OF ORDER</b>	<b>5. DELIVERY AND TIME OF ESSENCE</b>	<b>6. TITLE AND RISK</b>
21 Subject to Condition 2.4, an Order given in writing by the Company in respect of a quotation or estimate by the Contractor, shall be binding on the Contractor.	5.1 Delivery of Work	6.1 Title to the Goods supplied (whether on their own or as part of performance of Services and whether separate and identifiable or incorporated in or mixed with other goods) by the Contractor to the Company shall pass to the Company on the earlier of: (a) the date on which Goods are identified to the contract; (b) payment of the Goods by Company; or (c) on completion of the delivery of the Goods to the Company.
22 Each separate Order shall constitute a separate contract between the Company and the Contractor.	5.1.1 The date for delivery of any Work, including the commencement or completion of any Work, shall be specified in the Order, or if no such date is specified then delivery shall (i) be as detailed in the Contractor's quote or (ii) as agreed by the parties in writing. Time is of the essence for any delivery for delivery of the Goods and performance of the Services.	62 Risk in the Goods shall pass to the Company upon completion of delivery (including off-loading and stacking) save that where any Goods are to be installed pursuant to the Services, risk in such Goods shall pass to the Company upon completion of installation.
23 If during the provision of Work it becomes apparent that additional Goods and/or Services not initially agreed to be provided by the Contractor is necessary, the Contractor shall submit a quotation for such work. Acceptance in writing of such quotation by the Company will constitute compliance with Condition 2.1.	52 Delivery of Goods	<b>7. WARRANTY</b>
24 The Company may at any time in writing terminate any contract governed by these Conditions without penalty or liability other than as stated under Condition 12.3.	52.1 At the request of the Company, the Contractor shall arrange for the carriage of Goods to the Company's place of business or such other place(s) of delivery as may be agreed by the Company in writing. The Company shall have no liability for any loss of or damage to the Goods whilst in transit nor for any act or omission (negligent or otherwise) of any third party in connection with such carriage.	7.1 The warranties herein are in addition to and without prejudice to Company's rights at law. The Contractor undertakes and warrants that it shall provide the accurate UK Customs & Excise commodity code and country of origin against each line item on any quotation and delivery note that it submits to the Company.
25 On Company's request, the Contractor shall, provide a guarantee for the Work in the form of a bank guarantee or parent company guarantee (at Company's option).	522 The Contractor shall ensure that each delivery of Goods is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery any outstanding balance remaining to be delivered.	72 Warranty for Services
<b>3. PRICE</b>	523 Unless otherwise stipulated by the Company in the Order, delivery of any Goods shall only be accepted by the Company during normal business hours.	72.1 The Contractor warrants that it will perform all Services in a professional manner with reasonable care and skill. The Contractor shall perform the Services in accordance with all applicable laws
3.1 Save where otherwise specified, all prices are firm and not subject to currency fluctuation or escalation or any revision. Unless otherwise expressly agreed, all prices shall be fully inclusive of all costs, expenses, taxes, fees and duties, adequate packaging, inspections, tests, delivery certificates and insurance and carriage of Goods.		
3.2 The Contractor will not be entitled to vary any prices or charges quoted to and accepted by the Company.		
3.3 Any change or variation to the prices on any Order shall only be valid if agreed in writing by the Company.		

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and regulations, technical manuals, manufacturer's technical instructions, mandatory service bulletins, plus any non-mandatory service bulletins and/or written instructions of the Company. The Contractor warrants and represents that the Services shall be free from all errors, defects and failures and that it is fully experienced and technically competent to perform the Services.

73 Warranty for Goods

73.1 The Contractor guarantees that all materials and equipment used in the Goods are new and of merchantable quality and that the Goods shall be free from errors defects and failures. All Contractor supplied materials and manufactured articles shall meet the design life and performance criteria which is required of them in the Order.

73.2 Insofar as it is reasonable to do so, the Contractor will assign to the Company the benefit of any assignable warranties which have been given to the Contractor by any manufacturer of Goods or sub-contractor of the Contractor. Upon reasonable request, the Contractor shall give notice to any such other party of any such assignment, and shall give the Company reasonable assistance in enforcing any rights of the Company thus arising. The Contractor will use its reasonable endeavours to enforce and utilise any third party warranties that are not assignable but which remain valid and existing after the Goods are delivered.

74 Breach of Warranty

74.1 The Contractor warrants and represents that the Work shall be free from all errors, defects and failures. If at any time during the performance of the Work, and /or for a period of twenty-four (24) months from completion of the Work the Contractor is found to be in breach of the foregoing warranty, then upon notification by the Company of any such breach, the Contractor shall immediately rectify, or at the Company's option, replace or re-perform the Work at no cost to the Company and warrant such replaced or re-performed Work for a further twenty-four (24) months.

74.2 If the Contractor fails to comply with the above notification to the Company's satisfaction, or the Company decides that the carrying out by the Contractor of work necessary to correct defects will be prejudicial to its interests, then the Company shall be entitled, at its sole discretion, to instruct other contractors to undertake the Work and the Company shall be entitled to recover all reasonable costs incurred from the Contractor.

74.3 In addition to the foregoing, if any Goods fail to meet the warranty obligations herein, and such Goods have been returned to the Contractor, Company shall be entitled to refund for any amounts already paid in relation to defective Goods.

74.4 The Company may decide that the carrying out by the Contractor of work necessary to correct defects will be prejudicial to its interests. In such cases the Company may arrange for the defects to be corrected either by itself or another contractor and to charge all and any costs and expenses incurred in so doing directly to the Contractor.

74.5 In the event of a warranty claim in relation to the Work, the Contractor will be responsible for all related expenses (including but not limited to all legal fees reasonably incurred in relation to raising a claim) reasonably incurred by the Company.

## 8. TESTING / INSPECTION

8.1 Where applicable, Company may request testing/inspection of the Goods and/or Services either prior to or after delivery.

8.2 The Contractor shall fully co-operate with the Company during the testing/inspection process and where applicable, provide necessary manpower and material assistance. All costs related to testing/inspection (with the exception of the Company's personnel cost) will be for the account of the Contractor.

8.3 Testing/inspection or lack of testing/inspection shall not in any manner relieve the Contractor of any of its obligations herein.

## 9. ACCEPTANCE TEST

9.1 If an acceptance test requires to be carried out, the Contractor shall ensure that the Work is presented for acceptance test on the agreed date.

9.2 The acceptance test shall be considered as completed when the Contractor has received written notification confirming acceptance or rejection of the Work. Where any defect is discovered during the acceptance test, the Contractor shall immediately remedy such defects after a written notification from the Company informing the Contractor of such defects.

9.3 If on more than three occasions the acceptance test is not fully completed due to the Contractor's fault, the Company shall be entitled to terminate the Order with the Contractor without any obligation to pay compensation of any kind whatsoever.

## 10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall (i) exclude or restrict any legal liability of either party for death, personal injury, fraud or fraudulent misrepresentation; or (ii) restrict any of the Contractor's legal obligations arising under Section 12 of the Sale of Goods Act 1979.

10.2 Neither party shall be liable to the other for Consequential Loss arising out of, relating to, or in connection with the performance or non-performance of any contract governed by these Conditions. This Condition 10.2 shall apply irrespective of cause and notwithstanding the negligence of either Contractor or Company or any other entity or party and shall apply irrespective of any claim in delict, under contract or otherwise at law. The Parties agree to exclude Consequential Loss to the maximum extent possible by law.

In these Conditions, the expression "Consequential Loss" shall mean:

(a) consequential or indirect loss under Scots law; and

(b) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in Condition 10.2 (a), and whether or not foreseeable at the effective date of commencement of any contract governed by these Conditions.

## 11. FORCE MAJEURE

11.1 Neither party shall be liable for any loss or damage arising as a direct or indirect result of the failure to perform or delay in performing any of its obligations in any

contract governed by these Conditions or be in breach of an agreement with the other as a result of Force Majeure.

For the purposes of this Condition 11, Force Majeure means the effective occurrence of any act or event which is outside the control of a party which invokes it, and which renders such party unable to comply with its obligations under any contract governed by these Conditions. Provided the foregoing criteria is met altogether, Force Majeure includes acts of god, hostilities or acts of war (whether declared or not), riots (other than among the Contractor's personnel), civil or military disturbances, national or regional strikes (excluding strikes, lock-outs and other industrial disputes or actions by, between or originated among employees of the Contractor) and acts of any government or public authority or any representative thereof whether or not legally valid. Force Majeure does not include events such as insolvency of any party.

11.2 If the Contractor cannot perform any Work for any such reasons as is mentioned in Condition 11.1 for a period of thirty (30) days, the Company shall have the option to terminate any contracts or Orders governed by these Conditions.

11.3 The Contractor shall as soon as reasonably practicable give the Company notice of any such event of Force Majeure which may cause the Contractor to be unable to perform its obligations on time or at all.

## 12. TERMINATION

12.1 If any of the termination events in (a) to (f) listed below occur, the Company may at its sole option, terminate any contracts or Orders governed by these Conditions and in such event, the Contractor shall remain liable to indemnify the Company against all costs reasonably incurred by the Company in connection with such termination.

The termination events:

(a) the Contractor breaches any of its obligations to the Company; or,

(b) the Contractor is deemed to be unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986 or its equivalent in any applicable jurisdiction); or,

(c) a receiver, liquidator, trustee, encumbrancer of similar officer is appointed over the whole or any substantial part of the Contractor's undertaking, property or assets or if a petition is presented for the appointment of an administrator of the Contractor; or,

(d) the security of any of the Contractor's secured obligations is enforced or any distress, execution, sequestration or other process is levied or enforced on or taken out against the Contractor; or,

(e) the Contractor enters into or offers to enter into any arrangements or composition for the benefit of its creditors; or,

(f) provisions equivalent to (c), (d) or (e) in any other system of law or jurisdiction apply to the Contractor.

12.2 The Company shall have the right to terminate all or any part of work performed under these Conditions at such time or times as the Company may consider it necessary to suit the convenience of the Company.

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<p>123 If a contract is terminated under Condition 12.1 or 12.2 above, the Company shall pay the Contractor in proportion to the quantity of Services completed and/or Goods supplied, less any sums due to the Company from the Contractor (regardless of whether or not due at that particular time).</p> <p><b>13. INTELLECTUAL PROPERTY AND CONFIDENTIALITY</b></p> <p>131 The Contractor warrants that none of the Work furnished by it shall cause the Company to infringe any patent, design, copyright, trademark or other intellectual property right.</p> <p>132 The Contractor shall indemnify and hold the Company harmless against all losses, claims, demands, proceedings, costs, damages, charges, and expenses that may arise by reason of any alleged or actual infringement of any patent, design, or copyright and/or trademark or violation of process or other protected rights of any person or entity arising out of the Contractor performing its obligations under any contract or Order governed by the terms of these Conditions.</p> <p>133 The Contractor shall grant the Company a transferable, non-exclusive, royalty-free, world-wide licence to use any patented process of the Contractor and any software programmes included in or ancillary to any Goods or Services supplied under any contract or Order governed by the terms of these Conditions. Where any potential patent or registerable right in any country in the world arises out of the Work, such right shall vest in the Company.</p> <p>134 Any information received by the Contractor from the Company shall be treated as confidential and shall not be divulged by the Contractor, its employees or agents to any person, firm or corporation (always excepting its own employees and agents but only to the extent necessary and subject to the same restrictions), except where authorised in writing by the Company.</p> <p><b>14. INSURANCE</b></p> <p>141 Contractor shall arrange as a minimum the insurances set out in this Condition 14 and ensure they are in full force and effect throughout the duration of the these conditions.</p> <p>14.1.1 Employer's Liability Insurance (or coverage of a comparable nature) with a limit of not less than £5,000,000 STERLING per occurrence or to the full extent required by all laws applicable in any jurisdiction in which the Services are being performed or the purchase of Goods under these conditions.</p> <p>14.1.2 Comprehensive General Liability Insurance with a limit of not less than £5,000,000 STERLING per occurrence or to the full extent required by law against any property damage and/or loss and/or personal injury or death arising out of or in any way connected with the supply or non-supply of the Goods or the performance, partial performance or non-performance of the Services; and,</p> <p>14.1.3 Professional Indemnity Insurance, in each respective case with a combined single limit of not less than £1,000,000 STERLING for any claim or series of claims arising out of any one instance.</p> <p>14.1.4 Product Liability Insurance, in each respective case with a combined single limit of not less than £1,000,000 STERLING.</p> <p>142 Company shall not be liable for any shortfall or failures of such insurance to</p>	<p>meet any claim in respect of any liability of the Contractor.</p> <p><b>15. GENERAL</b></p> <p>15.1 The Contractor shall not be entitled to assign, novate or sub-contract performance of the whole or part of any contract, governed by these Conditions without prior written consent of the Company.</p> <p>15.2 In respect of any rights or claims that the Contractor may have against the Company under any contract governed by these Conditions, the Contractor shall not be entitled to cede or pledge the performance of the whole or part of the Goods and/or Services to third parties.</p> <p>15.3 No amendment or variation of these Conditions or any contract governed by these Conditions shall be effective unless it is made or confirmed in a written document signed by an Authorised Representative of both parties.</p> <p>15.4 If any part of any provision of these Conditions or any contract governed by these Conditions shall be invalid or unenforceable, the remainder of such provision and all other provisions of these Conditions or any contract governed by these Conditions shall remain valid and enforceable to the fullest extent permitted by law.</p> <p>15.5 Any release, delay or waiver by the Company in favour of the Contractor of any (or part of any) of its rights, power or privileges under these Conditions or any contract governed by these Conditions shall only be binding if it is given in writing. Any binding release, delay or waiver shall:</p> <p>15.5.1 be confined to the specific circumstances in which it is given;</p> <p>15.5.2 not affect any other enforcement of the same right or the enforcement of any other right by or against any of the parties; and</p> <p>15.5.3 be revocable at any time in writing.</p> <p>15.6 Headings are included for convenience only and shall not affect the interpretation or construction of these Conditions. In these Conditions, unless the context requires otherwise, references to a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same and any subordinate legislation in force under the same from time to time; the masculine, feminine or neuter gender includes the other gender, references to the singular includes the plural (vice versa) and any reference to persons includes firms, corporations and unincorporated associations.</p> <p>15.7 Insofar as it is possible to do so, the provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded from any contract for sale of goods between the Company and the Contractor.</p> <p>15.8 Conditions 4, 5.2, 6, 7, 10, 12, 13, 15.4, 15.6, 15.7, 15.8, 16 and 19 shall continue to have effect notwithstanding the termination of any contract between the Company and the Contractor which is subject to these Conditions.</p> <p>15.9 The Contractor warrants, represents and undertakes to the Company that (i) it complies fully with the provisions of the Modern Slavery Act 2015; and (ii) it does not use or prohibit the use of any forced, compulsory or trafficked labour, or anyone held in slavery or servitude.</p>	<p><b>16. LAW AND JURISDICTION</b></p> <p>16.1 These Conditions and any contract between the Company and the Contractor to which these Conditions apply shall be governed by and construed in accordance with Scots law.</p> <p>16.2 The parties agree that the Scottish Courts shall have non-exclusive jurisdiction to adjudicate in any dispute which arises out of or in relation to these Conditions.</p> <p><b>17. SAFETY</b></p> <p>17.1 The Company places prime importance on Health, Safety and Environment (HSE) issues. The Contractor shall ensure it complies with all relevant statutes, laws, regulations, by-laws, EU directives relating to the performance of Order.</p> <p>17.2 The Contractor shall comply with the Company's safety policy which can be found at <a href="http://www.stork.com/reachbeyondzero">www.stork.com/reachbeyondzero</a>. It shall be the Contractor's sole responsibility to obtain a copy of this document.</p> <p><b>18. CODE OF BUSINESS CONDUCT AND ETHICS / BUSINESS CONDUCT AND EXPECTATIONS FOR SUPPLIERS AND CONTRACTORS</b></p> <p>18.1 The Contractor shall comply with the Company's Code of Business Conduct &amp; Ethics and Business Conduct and Ethics Expectations for Suppliers and Contractors as may be updated from time to time. A copy of the above policies can be accessed from <a href="http://www.fluor.com/sustainability/ethics_compliance/pages/default.aspx">http://www.fluor.com/sustainability/ethics_compliance/pages/default.aspx</a>.</p> <p><b>19. TRAINING SERVICES</b></p> <p>19.1 Where any Order placed by the Company under these Conditions relates to the provision of training services by the Contractor, the Contractor agrees to provide the Company with copies of the following documents when required by the Company for audit purposes: (i) all training course evaluation forms relating to Company personnel; and (ii) copies of the applicable training course certificates relating to Company personnel. Contractor undertakes, represents and warrants to Company that it shall provide such information promptly to Company within a maximum of 7 days after a written request from Company.</p>
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