

VEOLIA TERMS & CONDITIONS OF PURCHASE

PART 1: ALL SUPPLIERS

TERMS APPLICABLE TO ALL CONTRACTS WITH SUPPLIERS

1. DEFINITIONS AND INTERPRETATION

1.1 Words and expressions used in the Contract shall have the meanings ascribed to them as follows:-

"Business Hours" means 9.00am – 5.00pm on Monday to Friday (excluding Bank Holidays in Northern Ireland) or such hours as the parties may otherwise agree in writing.

"Completion Date" means the date by which the Supplier shall have completed the Works, as stated on the Order.

"Confidential Information" means as defined in Part 1 Clause 9.1.

"Contract" means the contract for the supply of the Goods, the provision of the Services and/or the carrying out of the Works which shall comprise the Contract Schedule, these General Conditions of Purchase and Appendices, the Supplier Services Agreement (if any), the Scope of Services, the Specification (if any), the Programme (if any), the Order and any attachments to the Order, which documents shall take precedence in the order set out herein.

"Contract Schedule" means the contract schedule (if any) provided to the Supplier by Veolia.

"Date of Taking-Over" means the date of acceptance and taking-over of the Works by Veolia, as certified by Veolia in writing.

"Defects" means as defined in Part 1 Clause 7.1.

"Defects Liability Period" means as defined in Part 1 Clause 7.1.1.

"Delivery Date" means the date for delivery of the Goods as stated in the Order unless the Goods are to be delivered by instalments in which case delivery shall be in accordance with the Programme.

"General Conditions of Purchase" means these general terms and conditions of purchase (as amended from time to time).

"Goods" means the materials, goods, equipment and other items (including any instalment of them or any part of them) to be supplied by the Supplier as specified on the Order.

"Intellectual Property Rights" means any patents, trademarks, service marks, design rights (whether registerable or not), applications for any of the above rights, copyright, trade or business names or other similar rights whether registerable or not in any country in the world.

"Loss" means losses, damages, liabilities, fines, costs and expenses of whatever nature (including, without limitation, reasonable legal and other professional fees and expenses).

"Order" means a written purchase order issued by Veolia to the Supplier for the supply of the Goods, the provision of the Services and/or the carrying out of the Works, as the case may be and shall not include any Supplier order form(s).

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"**Price**" means the price as specified in the Order or the Contract Schedule.

"**Programme**" means any programme or times for the delivery of the Goods and/or the provision of the Services and/or the carrying out of the Works.

"**Scope of Services**" means the list of Services set out in the Contract Schedule.

"**Services**" means the services to be provided by the Supplier as specified on the Order, the Contract Schedule and/or the Supplier Services Agreement.

"**Site**" means the location at which the Goods are to be delivered, the Services are to be provided and/or the Works are to be carried out as stated in the Order.

"**Specification**" means any plans, drawings, data, samples or other descriptions or information relating to the Goods, Services and/or Works prepared by Veolia or the Supplier in connection with the Contract.

"**Supplier**" means the supplier of the Goods, the Services and/or the Works, or any or all of them, as the case may be.

"**Supplier Services Agreement**" means the services agreement between Veolia and the Supplier in the form provided by Veolia.

"**Veolia**" means the purchaser of the Goods, Services and/or Works and shall mean any company within the Veolia group of companies in Northern Ireland and its successors and assigns.

"**Veolia Invoicing Criteria**" means Veolia's invoicing criteria as notified to the Supplier and as may be amended from time to time.

"**Works**" means the Works to be carried out by the Supplier as specified on the Order.

- 1.2 Any reference in the Contract to a statute or a provision of a statute shall be construed as a reference to that statute or provision as may be amended, re-enacted or extended from time to time. The headings in these General Conditions of Purchase are for convenience only and shall not affect their interpretation.

2. THE CONTRACT

- 2.1 The Contract sets out the terms and conditions upon which Veolia is prepared to deal with the Supplier and operates to the exclusion of all other terms and conditions including, without limitation, those of the Supplier. The Contract shall supersede all previous communications and/or agreements between the Supplier and Veolia whether oral or written relating to the Goods, the Services and/or the Works. Notwithstanding the absence of any express reference to "goods", "services" and/or "works" on the face of the Order, the Contract shall apply to all agreements for: (i) the supply of goods to Veolia; (ii) the provision of services to Veolia; and (iii) the carrying out of any works for Veolia; or any combination thereof.
- 2.2 Each Order is conditional upon acceptance by the Supplier of these General Conditions of Purchase.
- 2.3 No variation to the Contract shall be binding on Veolia unless expressly agreed in writing by Veolia.
- 2.4 No indulgence shown by Veolia shall prevent it subsequently relying upon its rights and remedies under the Contract. No waiver by Veolia of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

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2.5 If any provision of the Contract is held by any competent authority to be invalid or unenforceable, whether in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

3. PRICE AND PAYMENT

3.1 The Price shall be as stated on the Order or the Contract Schedule (as applicable) and no increase in the Price, whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise howsoever arising, may be made without the prior written consent of Veolia or the issue of a separate written Order by Veolia.

3.2 The Price shall be exclusive of any applicable value added tax (which shall be payable by Veolia subject to receipt of a valid VAT invoice).

3.3 Any national procurement arrangements, preferred supplier discount and/or early payment discount shall be as set out in the Appendices to the Contract or the Order and shall apply to all invoices issued by the Supplier (other than as expressly agreed in writing by Veolia).

3.4 Subject to Part 1, Clause 10.1, upon receipt of a valid invoice submitted by the Supplier in accordance with Veolia's Invoicing Criteria, Veolia shall pay all undisputed amounts in accordance with its credit terms of sixty (60) days from date of invoice (subject to any deductions for Services not provided in accordance with the terms of the Contract and/or Works not yet completed to Veolia's satisfaction).

3.5 Payment of any invoices by Veolia shall be subject to the Supplier having provided all relevant worksheets and certificates, as applicable, to demonstrate its entitlement to payment under the Contract.

4. LIABILITY

4.1 Subject to Part 1, Clause 4.2, the Supplier shall indemnify and keep Veolia fully indemnified against any and all Loss awarded against or incurred or paid by Veolia as a result of or in connection with (i) defective workmanship, quality or materials; (ii) the negligence of the Supplier or its employees and/or agents; (iii) any infringement or alleged infringement of the Intellectual Property Rights of a third party as a result of the use of the Goods or the Services and/or the carrying out of the Works; and (iv) any claim for any Loss sustained by Veolia or any of its employees, agents, customers or any third party to the extent that such Loss was caused by, relates to or arises from the supply of the Goods, the provision of the Services and/or the carrying out of the Works, as the case may be, by the Supplier or the Supplier's breach of the Contract.

4.2 Unless otherwise specified in writing by Veolia, in no circumstances shall either party be liable to the other, whether in contract or tort or otherwise (including for negligence or breach of statutory duty) howsoever arising, and whatever the cause thereof, for: (i) any indirect or consequential loss; (ii) the following types of financial loss: loss of profits, loss of earnings, loss of business or goodwill, loss of revenues or loss of contracts, even if that party had notice of the possibility of the other party incurring such losses; or (iii) anticipated or incidental losses including, without limitation, loss of anticipated savings; and/or (iv) any other special, indirect, incidental or consequential loss or damage of any nature whatsoever arising out of or in connection with the Contract. In no event shall Veolia's liability to the Supplier in relation to or arising out of the Contract exceed the Price.

4.3 Nothing in the Contract shall affect the duty of either party to mitigate any losses which may be incurred by it in connection with the Contract or shall operate to exclude or limit the liability of either party for death, personal injury, fraud or fraudulent misrepresentation.

5. INSURANCE

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- 5.1 The Supplier shall, at its own expense, arrange for, procure and maintain during the term of the Contract adequate insurance cover with a reputable insurance company in respect of:
- 6.1.1 Employer's Liability in the amount of not less than £10,000,000 (ten million pounds sterling);
 - 6.1.2 Public Liability with an indemnity limit of not less than £5,000,000 (five million pounds sterling);
 - 6.1.3 Where applicable, Product Liability with an indemnity limit of not less than £5,000,000 (five million pounds sterling);
 - 6.1.4 Where applicable, Professional Liability of not less than £5,000,000 (five million pounds sterling); and
 - 6.1.5 Where applicable, Motor Insurance Liability of not less than £1,000,000 (one million pounds sterling) covering ownership, maintenance and use of all vehicles used in the performance of the Contract whether owned, leased, hired or borrowed.

Any changes from the above minimum cover levels must be agreed by Veolia in writing in advance.

- 5.2 The Supplier shall provide Veolia with evidence to its satisfaction of the Supplier's insurance policies on demand. Such insurance shall be maintained in force throughout the duration of the Contract and for a continuous period of six years thereafter.
- 5.3 The Supplier undertakes to Veolia that it has not breached and will not, whether by act or omission, breach, cause or otherwise allow to be breached any warranty contained in its insurance policies (as same may be amended from time to time) and agrees to indemnify and keep Veolia fully indemnified on demand from and against any and all Loss which Veolia may incur as a result of any breach by the Supplier of this Part 1 Clause 5.3.

6. TERMINATION AND BREACH

- 6.1 Without prejudice to any other remedies which may exist, Veolia may at its option suspend or terminate the Contract forthwith by written notice to the Supplier if the Supplier is in material breach of any of its obligations hereunder and fails to remedy such breach within fifteen (15) days of receiving written notice thereof from Veolia.
- 6.2 Veolia shall be entitled to terminate the Contract with immediate effect at any time on written notice to the Supplier if:
- 6.2.1 the Supplier enters into any compromise or arrangement with its creditors or otherwise takes the benefit of any statute for the time being in force for the relief of insolvent debtors or, being a company or body corporate, convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory otherwise than for the purpose of a solvent amalgamation or reconstruction;
 - 6.2.2 a resolution is passed or a petition is presented to the court for the winding-up or bankruptcy of the Supplier or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier, or an encumbrancer takes possession or a manager, administrator, receiver of administrative receiver is appointed over any of the property, undertaking or assets of the Supplier (or any part thereof) or the Supplier is unable to pay its debts within the meaning of Articles 103 or 242 of the Insolvency (Northern Ireland) Order 1989;
 - 6.2.3 the Supplier ceases or threatens to cease to carry on business;
 - 6.2.4 the financial position of the Supplier deteriorates to such an extent that, in the opinion of Veolia, the ability of the Supplier to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 6.2.5 Veolia reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- 6.3 Notwithstanding the above, Veolia shall be entitled to terminate the Contract at any time for any reason subject to its providing the Supplier with thirty (30) days' prior written notice of its intention to terminate. In such circumstances, Veolia shall reimburse the Supplier such proportion of the Price as relates to the actual quantity of the Goods supplied, the Services provided and/or the Works completed as at the date of termination.

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6.4 The termination of the Contract, howsoever arising, shall be without prejudice to the rights and duties of the parties accrued prior to termination. The provisions of Part 1 Clauses 1, 4, 5.2, 8, 9 and 18, Part 2 Clause 2.1, Part 3 Clause 1.7 and Part 4 Clause 1.8 shall continue in full force and effect notwithstanding termination.

7 DEFECTS

7.1 Subject to Veolia's rights pursuant to Part 2 Clause 5.4, any defects or deficiencies in the Goods, Services and/or Works ("**Defects**") which:-

7.1.1 appear within twelve (12) months of:

- (a) in the case of Goods, the later of the Delivery Date and the actual delivery date of the Goods; or
- (b) in the case of Works, the later of the Date of Taking-Over and the Completion Date; or
- (c) such other time period as may be agreed between the parties (the "**Defects Liability Period**"); or

7.1.2 in the case of Goods, arise from a breach of Part 2 Clause 2.1; or

7.1.3 in the case of Works, arise from a breach of Part 4 Clause 1.8;

shall be made good by the Supplier entirely at its own cost promptly following receipt of written notification of any such Defects and at a time convenient to Veolia (acting reasonably) provided that such notification is given to the Supplier:-

7.1.4 in the case of Defects arising under Part 1 Clause 7.1.1, during the Defects Liability Period or within fourteen (14) days of its expiry; and

7.1.5 in the case of Defects arising under Part 1 Clause 7.1.2 or 7.1.3 within 12 months of the date of the Order or within 30 days of the discovery of the Defect by Veolia, whichever is the later.

7.2 If the Supplier fails to promptly make good any Defects as required by Veolia, Veolia may engage others to carry out the necessary work and the Supplier agrees to indemnify and keep Veolia fully indemnified in respect of any and all Loss incurred by it in connection with such Defects. If Veolia exercises its right to make good any Defects in accordance with this Part 1 Clause 7.2, such work shall be deemed to have been carried out by the Supplier and the liability of the Supplier in relation to the Goods and/or the Works shall be unaffected thereby.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights in all drawings, specifications, worksheets, plans and any other documents of whatever nature prepared by the Supplier or on the Supplier's behalf relating to the Contract shall vest in Veolia and the Supplier hereby assigns all right, title, benefit and interest it may have in such documents to Veolia.

9. CONFIDENTIAL INFORMATION

9.1 Neither party shall, without the prior written consent of the other, disclose to any person or otherwise make use of any technical or commercial know-how, business information, specifications, inventions, processes or initiatives of the other party whether relating to the Contract or otherwise which has been disclosed to it in the course of the Contract ("**Confidential Information**") nor shall it disclose to any person whatsoever anything contained in the Contract. This restriction shall continue to apply except where:-

9.1.1 the Confidential Information comes properly into the public domain through no fault of the receiving party;

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- 9.1.2 the receiving party is required by law to disclose the Confidential Information in question and, if legally permissible, provides the disclosing party with prior written notice of such requirement;
- 9.1.3 the receiving party discloses the Confidential Information to its bankers or financial, economic, legal or other advisers and such disclosees are subject to obligations of confidentiality no less strict than those contained in these General Conditions of Contract; or
- 9.1.4 Veolia discloses Confidential Information to its employees, subcontractors, agents and employers as reasonably required in connection with the services for which it has been engaged in relation to the Contract.
- 9.2 The obligations of the parties under this Part 1 Clause 9 shall apply for the duration of the Contract and for a period of three (3) years following termination of the Contract.

10. SET OFF

- 10.1 Veolia shall be entitled at any time to set off against the Price any amounts owing to Veolia by the Supplier whether under the Contract or any other contract or arrangement between the parties.

11. FORCE MAJEURE

- 11.1 Neither party shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods, the Services and/or the Works if the delay or failure arises by reason of circumstances beyond its reasonable control and which could not have been avoided by the exercise of reasonable care (excluding strikes, lock-outs and labour disputes).
- 11.2 In the event that either party is unable to, delayed in or prevented from performing its obligations under the Contract for a period of more than sixty (60) days by reason of circumstances beyond its reasonable control, either party shall be entitled to terminate the Contract by giving fourteen (14) days notice of termination to the other party. In such circumstances, Veolia shall reimburse the Supplier such proportion of the Price relating to the quantity of the Goods supplied, the Services provided and/or the proportion of the Works completed by the Supplier as at the date of termination.

12. NOTICES

- 12.1 Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to the other party at its registered office or such other address as may at the relevant time have been notified in writing pursuant to this provision to the other party. Notices given by personal delivery shall be deemed to be received on the day of service (if within Business Hours) and on the next working day (if outside working hours). Notices served by post shall be deemed to be received on the second day after posting.

13. ASSIGNMENT AND SUBCONTRACTING

- 13.1 The Supplier shall not assign or transfer or purport to assign or transfer any of its rights under the Contract without Veolia's prior written approval.
- 13.2 The Supplier shall not sublet or subcontract the whole or any part of its obligations under the Contract without the prior written consent of Veolia and then only to suppliers approved in writing by Veolia, which consent shall be at the sole discretion of Veolia. Notwithstanding Veolia's consent to any subcontract or subletting arrangement, the Supplier shall remain fully responsible for all acts and omissions of such subcontractors and/or suppliers and the Supplier shall ensure that the insurance cover maintained by such subcontractors and/or suppliers provides the same minimum level of cover as that required pursuant to the Contract.

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13.3 Veolia may assign, transfer or delegate any or all of its rights under the Contract to any member of the Veolia group or to any third party.

14. VEOLIA POLICIES

14.1 The Supplier shall at all times comply with the terms of the Veolia Environmental Health and Safety Policy, Veolia Security Rules and Veolia Invoicing Criteria (and to the extent applicable, the Veolia IT Policy) and any other relevant Veolia policies as notified to it from time to time.

15. NO PARTNERSHIP

15.1 Nothing in the Contract shall be deemed to constitute either party as the employee, partner or agent of the other.

16. ANTI-BRIBERY AND CORRUPTION

16.1 In carrying out the terms of the Contract, the Supplier hereby undertakes to strictly comply with applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering that may in particular entail a public contract debarment, including: -

- the 1977 Foreign Corrupt Practices Act of the United States,
- the 2010 Bribery Act,
- the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997.

The Supplier undertakes to put in place and implement all necessary and reasonable policies and measures to prevent corruption.

16.2 The Supplier declares that to its knowledge, its legal representatives, directors, employees, agents, and anyone performing services for or on behalf of Veolia pursuant to the Contract do not and will not directly or indirectly offer, give, agree to give, authorize, solicit, or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever including any government official or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state owned company, official of a public international organisation, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for Veolia or to gain any advantage in the conduct of business for Veolia.

16.3 The Supplier further undertakes to ensure that neither the Supplier nor any of its legal representatives, directors, employees, agents, sub-contractors and anyone performing services for or on behalf of Veolia under the Contract has been, or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs and/or bidding following invitations to bid advertised by the World Bank or any other international development bank.

16.4 The Supplier undertakes to retain for an appropriate period following termination of the Contract, accurate supporting documentation of its compliance with the terms of this clause.

16.5 The Supplier agrees to notify any breach of any term of this clause 16 to Veolia within a reasonable time.

16.6 If Veolia notifies the Supplier that it has reasonable grounds to believe that the Supplier has breached any term of this clause 16:

- (a) Veolia is entitled to suspend performance of the Contract without notice for as long as Veolia considers necessary to investigate the relevant conduct without incurring any liability or obligation to the Supplier for such suspension; and
- (b) the Supplier is obliged to take all reasonable steps to prevent the loss or destruction of any documentary evidence in relation to the relevant conduct.

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16.7 If the Supplier breaches any term of this clause 16:

- (a) Veolia may immediately terminate the Contract without notice and without incurring any liability; and
- (b) the Supplier undertakes to indemnify Veolia to the maximum extent permitted by law for any loss, damages, or expenses incurred or suffered by Veolia arising out of such breach.

17. GAIN SHARE

17.1 If the total purchases made by Veolia from the Supplier in any calendar year (1 January to 31 December) (the “**Qualifying Period**”), exceed €50,000 in value (excluding VAT), the Supplier will pay Veolia a gain share sum calculated as follows (the “**Gain Share**”):

<i>Total Value of Purchases in the Qualifying Period</i>	<i>Gain Share to be paid to Veolia</i>
Between £50,000 and €200,000	1% of the value of all Veolia purchases (including amounts below £50,000)
If total Veolia purchases equal or exceed £200,001	3% of the value of all Veolia purchases (including amounts below £200,001)

17.2 VAT shall be payable on all Gain Share amounts payable hereunder. Veolia will calculate the Gain Share at the end of each Qualifying Period by reference to all Supplier invoices paid in the Qualifying Period including credit card purchases and will notify the Supplier of the Gain Share amount due for the relevant Qualifying Period within 60 days of the end of the Qualifying Period. All Gain Share payments will be made by the Supplier in the form of a cheque or issue of a credit note within 30 days of the notification.

17.3 All Gain Share arrangements are subject to annual review by Veolia and may be altered on written notice by Veolia at any time. The Gain Share requirements shall not apply to Suppliers who have agreed National Purchase Agreements (NPAs) or other contractual terms in writing with Veolia.

18. GOVERNING LAW AND DISPUTES

18.1 The Contract shall be construed and governed in all respects in accordance with the laws of Northern Ireland and any disputes or differences in relation to the Contract shall be subject to the exclusive jurisdiction of the Northern Irish courts.

18.2 In the event that any dispute may arise out of or in connection with the Contract, the parties shall firstly attempt in good faith to resolve the matter between their respective authorised representatives, but if the dispute remains unresolved, then a director of Veolia and a director of the Supplier shall meet and make a bona fide attempt to reach settlement. Thereafter the dispute shall be subject to the exclusive jurisdiction of the Northern Irish courts.

19. SUSTAINABLE DEVELOPMENT COMMITMENT AND CORPORATE RESPONSIBILITY

Veolia is committed to sustainable development within its group business activities as set out in our Environmental, Health and Safety Policy and would like to see our suppliers share this approach. To this end, the Supplier will upon Veolia’s request send a report to Veolia which states the actions they have taken to promote sustainable development, in particular in respect of:

- Reductions in energy consumption (water, gas, electricity);
- Reductions in waste into the water, air and the soil; and
- Reductions in waste produced during different stages of production

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The Supplier must comply with all existing laws and regulations including, but without limitation, those relating to the employment of clandestine workers, children and forced labour, as well as those relating to health and safety, environmental protection and unlawful discrimination.

The Supplier agrees to provide any documents relating to the above which may reasonably be required by Veolia

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PART 2: GOODS

THE FOLLOWING ADDITIONAL CLAUSES SHALL APPLY WHERE ANY GOODS ARE TO BE SUPPLIED BY THE SUPPLIER

1. THE CONTRACT

- 1.1 The Supplier shall supply the Goods in accordance with the terms of the Contract.
- 1.2 Where Veolia agrees in writing to accept delivery of the Goods by instalments, the Contract will be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle Veolia at its option to treat the entire Contract as repudiated.
- 1.3 In the absence of any specific date for delivery, the Supplier shall deliver the Goods with all due diligence and expedition and in accordance with any requirements as notified by Veolia.

2. SUPPLIER'S RESPONSIBILITIES

- 2.1 The Supplier warrants to Veolia that the Goods will:
 - 2.1.1 be of merchantable quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier on or before the date of the Order (whether expressly or by implication);
 - 2.1.2 be free from defects in design, materials and workmanship;
 - 2.1.3 correspond with the Specification or (if applicable) any sample previously provided by the Supplier;
 - 2.1.4 be supplied to Veolia with the benefit of all additional guarantees and warranties attaching to the Goods;
 - 2.1.5 comply with all applicable statutory requirements and regulations; and
 - 2.1.6 not infringe the rights of any third party.
- 2.2 The quantity, quality and description of the Goods supplied under the Contract shall be as specified on the Order and/or the Contract Schedule or the Specification.
- 2.3 Veolia's rights under the Contract are in addition to all rights implied by the Sale of Goods Act 1979. The Supplier shall comply with all regulations and/or other legal requirements applicable to the Goods including, without limitation, concerning their manufacture, packaging, packing and delivery.
- 2.4 The Supplier shall not unreasonably refuse any request by Veolia to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch and the Supplier shall provide Veolia or any person to whom this right has been delegated by Veolia with all facilities reasonably required for such inspection and/or testing.
- 2.5 If, as a result of inspection or test of the Goods, Veolia is not satisfied that the Goods will comply in all respects with the Contract and Veolia so informs the Supplier within seven (7) days of such inspection or test, the Supplier shall (at his own cost) take such steps as are necessary to ensure such compliance.

3. PRICE AND PAYMENT

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3.1 The Price shall include all charges in respect of the Goods including all applicable duties, imposts and/or levies but exclusive of VAT.

3.2 Unless otherwise stated in the Order, the Supplier shall be entitled to invoice Veolia on or at any time after delivery of the Goods, and each invoice shall quote a valid Order number and shall be in accordance with the Veolia Invoicing Criteria.

4. DELIVERY AND TITLE

4.1 The Goods shall be delivered, carriage paid, to the Site by the Supplier during Business Hours on the Delivery Date in accordance with the requirements stated in the Contract and/or in accordance with any Programme stated therein.

4.2 Where the date of delivery of the Goods is to be specified after the placing of the Order, the Supplier shall give Veolia reasonable notice of the specified date. The Supplier shall deliver the Goods on the specified date within Business Hours.

4.3 The Supplier shall provide with each delivery or consignment of the Goods a prominently displayed packing note quoting the number of the Order together with all necessary information on storage requirements and/or lifting hazards. The Goods shall be marked in accordance with Veolia's instructions and any applicable regulations or requirements of the carrier and properly packed and secured to ensure that they reach their destination in an undamaged condition in the ordinary course of business.

4.4 Veolia shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until it has had a reasonable opportunity to inspect such Goods following delivery. If a Defect arises in relation to the Goods after delivery, Veolia shall be entitled to reject such Goods for a period of fourteen (14) days after any latent defect in the Goods has become apparent.

4.5 The Supplier shall supply Veolia in good time (and in any event at least seven (7) days before delivery of the Goods) with all instructions or other information it may require in order to enable Veolia to accept delivery of the Goods.

4.6 Veolia shall not be obliged to return any packaging or packing materials relating to the Goods to the Supplier regardless of whether such Goods have been accepted by Veolia.

4.7 Title in the Goods shall pass to Veolia upon delivery.

4.8 If payment for the Goods is made prior to delivery, title in the Goods shall pass to Veolia on the making of such payment and the Goods shall be considered to have been appropriated to the Contract and shall be marked "Property of Veolia". For the avoidance of doubt, title in all Goods paid for by Veolia shall vest in Veolia on termination of the Contract regardless of whether such Goods are on the Site on the date of termination. The Goods shall remain at the risk of the Supplier at all times until properly delivered to Veolia (including during off-loading and stacking).

5. TERMINATION AND BREACH

5.1 If the Goods are not delivered on the Delivery Date then, without prejudice to any other remedy, Veolia shall be entitled to deduct from the Price or, if Veolia has paid the Price, to claim from the Supplier all costs incurred by Veolia as a result of such delay including, without limitation, any penalties which it may incur in connection with other agreements to which it is a party.

5.2 Veolia shall be entitled to terminate the Contract with immediate effect if delivery of the Goods is delayed for a period of thirty (30) days or more following the Delivery Date.

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- 5.3 Without prejudice to any other remedies which may exist, if any Goods are not supplied or do not comply with the terms and conditions of the Contract, Veolia shall be entitled at its sole discretion, to require the Supplier to repair or replace the Goods, as appropriate, within seven (7) days of receiving written notice to such effect from Veolia (or such longer period as may be specified in such notice); or to treat the Contract as repudiated by the Supplier's breach immediately following notice from Veolia and require the repayment by the Supplier of any part of the Price paid by Veolia.

PART 3: SERVICES

THE FOLLOWING ADDITIONAL CLAUSES SHALL APPLY WHERE ANY SERVICES ARE TO BE PROVIDED BY THE SUPPLIER

1. SUPPLIER'S RESPONSIBILITIES

- 1.1 The Services shall be provided by the Supplier using all due skill and care, in compliance with industry best practice and in accordance with the terms of the Contract. The Supplier shall comply with all relevant statutory requirements, health and safety requirements, security and other site regulations applicable to the Services.
- 1.2 The Services shall be provided during Business Hours, unless otherwise authorised by Veolia in writing.
- 1.3 The Supplier shall ensure that all plant or equipment supplied as part of the Services corresponds with the Specification, is of reasonable quality and fit for any purpose held out by the Supplier or made known to the Supplier on or before the date of the Order (whether expressly or by implication). The Supplier shall be responsible for insuring all plant and/or equipment used in the provision of the Services to the levels required in Part 1 Clause 5.1.
- 1.4 The Supplier shall provide its full co-operation where integration of the provision of the Services with the activities of any other suppliers or sub-contractors is required. In the event that Veolia incurs any additional costs or expenses as a result of failure by the Supplier to provide such co-operation or to fully integrate its provision of the Services with the activities of any other suppliers or sub-contractors to Veolia, the Supplier shall be liable for such additional costs and hereby agrees to indemnify Veolia in full in respect of all such costs and expenses.
- 1.5 The Supplier shall be responsible for the provision of all notices and the payment of all related fees which may be required by law in connection with the Services.
- 1.6 On termination of the Contract for whatever reason the Supplier shall provide all reasonable assistance as may be required by Veolia to facilitate the handover of the Services to a new provider and shall leave the Site in a condition acceptable to Veolia.

2. PAYMENT

- 2.1 Unless otherwise stated in the Order, the Supplier shall be entitled to invoice Veolia for the Services on a monthly basis in arrears.

PART 4: WORKS

THE FOLLOWING ADDITIONAL CLAUSES SHALL APPLY WHERE ANY WORKS ARE TO BE CARRIED OUT BY THE SUPPLIER

1. SUPPLIER'S RESPONSIBILITIES

- 1.1 The Supplier shall carry out and complete the Works using all due skill and care, in compliance with industry best practice and in accordance with the requirements, terms and conditions of the Contract. The Supplier shall comply with all applicable statutory requirements (including, without limitation, health and safety requirements), security and other site regulations concerning the Works.
- 1.2 The Supplier shall be fully responsible for all aspects of the design of the Works save as specifically excluded by the Specification.
- 1.3 The Supplier shall promptly notify Veolia in writing if it becomes aware of any ambiguity or error in the Specification or of any respect in which the Works to be undertaken may not meet Veolia's requirements.
- 1.4 The Supplier shall be given access to the Site and shall thereupon proceed regularly and diligently with the Works in accordance with the Programme but in any event execute the Works by the Completion Date. The Supplier shall submit a progress report to Veolia on a monthly basis (or at such other intervals as the parties may agree).
- 1.5 The Supplier shall provide its full co-operation where integration of the Works with the activities of any other suppliers or sub-contractors is required. In the event that Veolia incurs any additional costs or expenses as a result of failure by the Supplier to provide such co-operation or to fully integrate the Works with the activities of any other suppliers or sub-contractors to Veolia, the Supplier shall be liable for such additional costs and hereby agrees to indemnify Veolia in full in respect of all such costs and expenses.
- 1.6 The Supplier shall be responsible for the provision of all notices in respect of the Works including, without limitation, to municipal or planning authorities and the payment of all fees which may be required by law in connection with the Works. The Supplier shall promptly notify Veolia in writing of:-
 - 1.6.1 any requirement to obtain consent(s) of any kind in relation to the Works and any matters required to comply with such consents; and
 - 1.6.2 any claim or circumstances which may lead to a claim for the payment of any sum in excess of the Price.Failure by the Supplier to notify Veolia in writing of a claim hereunder within fourteen (14) days of its becoming aware of such a claim shall constitute a waiver by the Supplier in respect of the relevant claim.
- 1.7 Notwithstanding the Supplier's obligation to complete the Works on or before the Completion Date, the Supplier may be required to install, test and/or commission certain sections of the Works in order to comply with the Programme. For the avoidance of doubt, the Price shall be deemed to include all costs incurred in connection with complying with such requirement.
- 1.8 The Supplier warrants to Veolia that all materials, plant and/or equipment used or installed as part of the Works shall:-
 - 1.8.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier (whether expressly or by implication) on or before the placing of the Order;
 - 1.8.2 be free from any material defects including, without limitation, in design, materials and workmanship;

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- 1.8.3 correspond with the Specification or, where applicable, any sample previously provided;
- 1.8.4 comply with all statutory requirements and regulations relating to the Works; and
- 1.8.5 not infringe the rights of third parties.

1.9 The Supplier shall not unreasonably refuse any request by Veolia to inspect the Works. If, as a result of such inspection, Veolia is not satisfied that the Works comply in all respects with the Contract, and Veolia so informs the Supplier within seven (7) days of such inspection, the Supplier shall (at his own cost) take all steps necessary to ensure compliance of the Works with the Contract.

2. INSURANCES

2.1 Where the Contract involves the Supplier undertaking any design responsibility for the Works or any part of the Works, the Supplier shall maintain professional indemnity insurance with a reputable insurance company in Ireland with a limit of indemnity of not less than £5,000,000 (five million pounds sterling) on an each and every claim basis and such insurance shall be maintained in force by the Supplier for the duration of the Contract and for a continuous period of six years thereafter.

3. TERMINATION AND BREACH

3.1 If the Works are not executed by the Completion Date, then without prejudice to any other remedy, Veolia shall be entitled to deduct from the Price or (if Veolia has paid the Price) claim from the Supplier by way of liquidated damages for delay one per cent (1%) of the Price for every one week's delay, up to a maximum of ten per cent (10%) of the Price or such other liquidated damages as are specified in the Contract.

3.2 If the Works are have not been executed within ten (10) weeks of the Completion Date, Veolia may terminate the Contract in accordance with Part 1 Clause 6.1.

3.3 On termination, Veolia may take over the Works or make such arrangements as it considers necessary to have the Works completed otherwise than by the Supplier, who shall thereafter be excluded from further performance of the Works. In such event, Veolia shall cease to be obliged to make any further payment under the Contract until the Works are completed. Upon completion of the Works, the Supplier shall pay to Veolia an amount calculated as follows:-

$$((b) + (c)) - (a)$$

where:-

(a) is the Price;

(b) is the certified cost to Veolia of having the remainder of the Works completed plus any Loss suffered or incurred by Veolia; and

(c) is an amount equal to any amount already paid to the Supplier plus any sum due to Veolia under Part 1 Clause 10.

3.4 If the Works have not been completed by the Completion Date and such delay is as a result of Veolia's delay or default, then the parties shall in good faith agree a new completion date allowing the Supplier reasonable time, taking into account all circumstances, in which to complete the Works.