1.0 SCOPE

1.1 Services ordered by BGIS Global Integrated Solutions Limited (Corporate number: 02379290), on its own behalf or as agent for a third party ("**BGIS**") in an Order issued to the Supplier shall be timely furnished and invoiced in strict conformity with the Order (description, quantity, price, location, billing instructions, etc.), these Supplier Terms & Conditions, and applicable law and, at all times, in a professional and competent manner by persons qualified and skilled in their occupations.

1.2 In accepting an Order from BGIS, Supplier will undertake the Order in accordance with these Supplier Terms & Conditions and any terms any conditions specific to the Client for which the Order is being undertaken.

2.0 DEFINITIONS AND INTERPRETATION

2.1 In these Supplier Terms & Conditions, the following expressions have the following meaning:

"**Agreement**" means these Supplier Terms & Conditions and any accepted Order;

"**BGIS Contract Manager**" means the person notified from time to time by BGIS to Supplier as the BGIS representative managing the Order;

"**Client**" means the person that has engaged BGIS for the execution of the Main Contract Services;

"**Commencement Date**" means the date stated as such in the Order;

"**Confidential Information**" means any information relating to BGIS's or the Client's (or their respective associated companies') businesses which is not in the public domain or already in the possession of Supplier;

"**Intellectual Property Rights**" means all patents, know-how, copyrights, trade or service marks, design rights, and all other intellectual property rights of any kind;

"**Job Report Sheet**" means a document available upon request which is to be completed following each visit should Supplier not have a Service Report Sheet;

"**Main Contract**" means the contract between the Client and BGIS in relation to the Main Contract Services;

"**Main Contract Services**" means the services carried out at the Site by BGIS under the Main Contract;

"**Order**" means the order issued by BGIS setting out the particulars of the Services required to be performed by Supplier and all other terms specific to the Services, and includes all documents referred to in it;

"**Order Period**" means the date set out in an Order by which the Supplier must complete the Services;

"**Regulations**" means EC Directive no. 2001/23 dated 12 March 2001, (the Acquired Rights Directive) as amended from time to time, and domestic legislation implementing such directive into the national law of any country in the European Union or any similar legislation in any country outside the European Union, as amended from time to time;

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"**Service Report Sheet**" means a document which details the services carried out on each day a Supplier engineer is on Site which includes, but is not limited to, start time, completion time, Site name and address, areas of work, asset name/number, no. of engineers on Site, test results (where applicable), parts used, engineers and BGIS representative signature;

"**Services**" means the services to be performed by Supplier in accordance with the particulars set out in the Order;

"**Site**" means the actual place or places where the Services are to be performed by Supplier;

"**Working Day**" means a day other than a Saturday or Sunday or public holiday in the country where the Services are performed.

2.2 The headings in these Supplier Terms & Conditions are for convenience only and will not affect its construction or interpretation.

2.3 In these Supplier Terms & Conditions:

(a) words denoting any one gender include all genders and vice versa and the singular includes the plural and vice versa;

(b) references to persons include individuals, partnerships, bodies corporate and unincorporated associations;

(c) a reference to a clause is a reference to a clause or sub-clause of these Supplier Terms & Conditions;

(d) reference to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended or re-enacted from time to time; and

(e) the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words.

2.4 In the event of any conflict whatsoever between these Supplier Terms & Conditions and any part(s) of the Order and associated documentation, the terms of these Supplier Terms & Conditions shall prevail.

3.0 SERVICES

3.1 BGIS desires to purchase certain Services on a non-exclusive basis from Supplier and Supplier desires to provide such Services to BGIS. The purchase of the Services shall be governed by and made in accordance with these Supplier Terms & Conditions and the applicable Order. The Sites shall be set out in the applicable Order. Unless otherwise expressly stated in an Order, nothing in the Agreement obligates BGIS to purchase any minimum level of Services from Supplier.

3.2 To order Services, BGIS shall, from time to time, issue Orders to Supplier. Each Order is automatically deemed to include these Supplier Terms & Conditions. Following the acceptance of an Order, a binding contract shall exist to supply the Services, on the earlier of Supplier (a) indicating its acceptance of the Order by a written or oral order confirmation and (b) commencing performance of the Order. For the avoidance of doubt unless otherwise agreed in writing, BGIS does business on these Supplier Terms & Conditions and any Supplier that makes offers to BGIS or accepts offers made or orders placed by

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BGIS (whether expressly or by performance) shall be deemed to accept these Supplier Terms & Conditions to the exclusion of all others including Supplier's own business terms.

3.3 If the Services include services in respect of any system or equipment containing a halocarbon, Supplier acknowledges that Supplier is being engaged because of its expertise in respect of the services to such system or equipment. In addition to any other obligations under the Agreement, Supplier should propose any changes to maintenance procedures that it foresees, or ought to foresee, would control or prevent releases of halocarbons from the systems and equipment or ensure their optimal conditions.

4.0 MAIN CONTRACT

4.1 Supplier shall be deemed to have full knowledge and understanding of the contents and requirements of the Main Contract.

4.2 The terms and conditions of the Main Contract are deemed to be incorporated into and form part of the Agreement. In the event of any conflict, the provisions of the Agreement shall prevail.

4.3 Supplier shall perform the Services so that no act, error or omission on its part shall cause or contribute to any breach by BGIS of the Main Contract and Supplier shall carry out the Services in accordance with all the requirements (including all timescales, specifications and service levels) of the Main Contract and shall (except to the extent provided otherwise in the Agreement) assume all of BGIS's obligations and liabilities under the Main Contract in relation to the Services.

4.4 Supplier hereby acknowledges that a default, error, omission or breach of the Agreement by Supplier may result in liability for BGIS to third parties for damages, penalties, costs and expenses (including under the Main Contract and other contracts made by BGIS in connection therewith). All such liability is hereby agreed to be within the contemplation of the parties as recoverable losses of BGIS.

5.0 Price & Payment

5.1 The total price to be paid for the Services shall be the sum stated on the Order. Unless otherwise stated in the Order, the price will be:

(a) a lump sum price for the entire Services;

(b) fully fixed for the duration of the Order;

(c) inclusive of all charges for packaging (and the return thereof), packing, shipping, carriage, insurance, delivery, off-loading to the Site, installation, testing and/or commissioning and any duties, imposts or levies other than value added tax;

(d) subject only to adjustment in respect of changes to the Services in accordance with clause 10; and

(e) exclusive of any applicable tax (which shall be payable by BGIS subject to receipt of a tax invoice).

5.2 Supplier is deemed to have considered the details of the Order and inspected the Site and to have satisfied itself regarding any circumstances, conditions or restrictions which may affect the Services and failure to fully consider instructions or information in the Order or to inspect the Site or take due note of prevailing conditions will in no way permit Supplier

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to claim for any additional costs or expenses whatsoever.

5.3 Subject to clause 5.4, Supplier shall be entitled to invoice BGIS on or after the completion of the whole of the Services.

5.4 Notwithstanding clause 5.3, where the Order specifies that the Services shall be carried out in separate instalments, and subject to compliance by Supplier with clauses 5.5 and 5.6 below, Supplier shall be entitled to invoice either:

(a) the amount specified in the Order for the relevant instalment; or

(b) if no such amount is specified, a pro-rata proportion of the Order price, following the completion of each instalment.

5.5 Where clause 5.4 applies, following the completion of each instalment Supplier must issue Service Report Sheet(s) which are to be signed by and left with a BGIS representative on Site. In the event that Supplier does not have an approved Service Report Sheet, it shall ensure its representative completes a Job Report Sheet which is available upon request. In the event that no BGIS representative is available on Site, the completed sheet is to be forwarded to the relevant BGIS office marked for the attention of the BGIS Contract Manager, within seven (7) days of the completion of the instalment. Test/conformity certificates are to be sent under separate cover to the relevant BGIS office marked for the attention of the relevant BGIS Contract Manager.

5.6 All invoices must clearly detail the Services carried out and if requested full substantiating documentation including, but not limited to, signed engineers report sheets, maintenance check sheets, any documentation required in accordance with clause 5.5 and any other documentation necessary to satisfy BGIS that the services invoiced has been carried out in accordance with the Agreement shall be delivered to BGIS within five (5) Working Days of request by BGIS.

5.7 Each invoice issued under the Agreement must be supplied in the format required by BGIS and will in any event contain the following information:

(a) the number of the Order;

(b) the address of the Site to which the Services relate; and

(c) the period to which the invoice relates in the case of the Services being carried out in instalments.

5.8 Invoices must be presented to BGIS within thirty (30) days of completion of the Services or each instalment of the Services being carried out. Any invoice received after sixty (60) days of completion of the Services or any instalment of the Services being carried out will not be accepted by BGIS.

5.9 Unless otherwise stated in the Agreement, BGIS shall pay correctly submitted invoices within sixty (60) days of receipt by BGIS of such invoice.

5.10 BGIS shall be entitled to set off against the price any sums owed to BGIS by Supplier whether under the Agreement or any other contract or order or arrangement between the parties, or otherwise recovered as an outstanding debt to BGIS.

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6.0 Supplier's General Obligations

6.1 Supplier shall provide the Services during the Order Period:

(a) with reasonable skill, care and diligence;

(b) in accordance with the Order and other terms of the Agreement;

(c) in accordance with all instructions issued by BGIS; and

(d) in a timely and professional manner.

6.2 Supplier shall use reasonable skill, care and diligence to ensure compliance with:

(a) all applicable laws and regulations, Site rules, safety and security procedures notified by BGIS or the Client and all health, safety and hygiene regulations required by law, or which otherwise form an industry standard (including, but not limited to, any applicable safety guidance and recommendations approved or published by the Health and Safety Executive (or its successor));

(b) any manufacturer's guarantees or recommendations; and

(c) any rules and regulations issued by the Client to BGIS governing the performance of the Main Contract Services at the Site.

6.3 Supplier shall proceed regularly and diligently with the Services in accordance with the Agreement so that the Services are completed by the end of the Order Period and in accordance with any programme for service visits. Supplier shall maintain full cooperation with BGIS and other suppliers during the execution of the Services.

6.4 Supplier shall ensure that its employees, agents and contractors are fully aware of all of the matters referred to in clause 6.2 and shall procure compliance by its employees, agents and contractors with all such rules, procedures and requirements.

6.5 Without prejudice to the generality of clause 5.2(a), Supplier shall ensure that it holds and that all of its employees, agents and contractors hold all relevant licences, permits and authorisations to allow the lawful performance of the Services at all times.

6.6 Supplier shall cause the minimum level of disruption reasonably possible in performing the Services and shall keep BGIS advised in good time of any significant disruption that may arise.

6.7 Supplier shall have access only to such parts of the Site as are reasonably necessary for the purpose of providing the Service and shall ensure that its employees, agents and contractors do not enter other parts of the Site.

7.0 Compliance Monitoring

7.1 Supplier shall, at its sole cost, subscribe and maintain a subscription for any third-party compliance service designated by BGIS from time to time to monitor Supplier's set-up and compliance obligations in connection with the Deliverables, failing which, BGIS may terminate any Order on written notice and such remedy shall be in addition to any other remedies that BGIS has in contract, law, or equity. The subscription cost shall be for Supplier's account and shall not be charged to BGIS as a disbursement, pass through, or other recoverable cost.

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8.0 Commencement

8.1 The Services shall commence on the Commencement Date and shall continue for the Order Period, subject to clauses 8.3 and 20.

8.2 Unless the Order Period is extended in accordance with clause 8.3, Supplier's engagement shall automatically terminate at the end of the Order Period.

8.3 BGIS may extend the Order Period by giving Supplier written notice of its intention to do so at least fourteen (14) days prior to the end of the Order Period.

9.0 Non-performance of the Services

9.1 As soon as it becomes apparent to Supplier that the commencement, progress or completion of the Services is, or is likely to be delayed, Supplier shall give written notice to BGIS of the cause or causes of the delay and the anticipated effect and length of the delay, together with an estimate of the expected delay, if any, in the completion of the Services.

9.2 Without affecting any other rights or remedies of BGIS, if Supplier fails to provide the Services in accordance with the Agreement, BGIS shall be entitled to the following:

(a) make such abatements from any sums due to Supplier under the Agreement as may reflect the level of any penalties, liquidated damages or other sums imposed on BGIS by the Client as a result of any failure to perform by Supplier or, if no such penalties, liquidated damages or sums are specified in the Main Contract, as may reflect the reduced value of the Services provided by Supplier; and/or

(b) require Supplier to re-perform or make all necessary corrections to the Services immediately, at Supplier's cost.

9.3 All timescales and dates in an Order must be met by Supplier. Any failure to meet such timescales and dates shall be treated as a breach which cannot be remedied and shall entitle BGIS to terminate the Order without affecting any other of BGIS's rights and remedies.

10.0 Equipment, Facilities and Resources

10.1 Supplier shall, at his own expense, provide all equipment necessary for the proper execution of the Services and shall keep the equipment in good repair and safe condition. BGIS shall not be required to provide any facilities, services, materials, equipment, tools or any other matter for the performance of the Services unless specifically set out in the Order.

10.2 Supplier shall provide all resources necessary (at Supplier's expense) to execute and complete the Services in accordance with any programme for service visits. Furthermore, Supplier will comply with any requests from BGIS to record and demonstrate the progress of the Services to allow BGIS to continuously compare actual performance with the progress required to satisfy BGIS's obligations under the Main Contract. The resources necessary to meet this requirement may include attending regular progress meetings and/or the completion of a detailed Site log, the format of which is as determined by BGIS.

10.3 Representatives of BGIS and/or the Client may undertake unannounced inspections of the Services being performed and interview Supplier's employees, agents and contractors

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on Site in order to monitor the Services.

10.4 The parties shall throughout the performance of the Services meet with such frequency as is specified in the Agreement or as may be reasonably required by BGIS, in order to monitor the progress of the Services, agree the effect of variations or deal with any other matters whatsoever arising under or in connection with the Agreement.

11.0 Changes to the Services

11.1 No changes, variations, or extra services or work or supply of goods of any kind are to be carried out without prior written instruction from BGIS.

11.2 BGIS may request an addition to or omission from or other change in relation to the Services and the manner of their performance by issuing a written notice to Supplier.

11.3 Within five (5) Working Days of receipt of such a written notice, Supplier shall provide BGIS with:

(a) a reasonable estimate of the increase or reduction in the price stated in the Order, together with a reasonably detailed breakdown of the manner in which such estimate was calculated; and

(b) if such change cannot reasonably be implemented immediately, the time which it reasonably requires to implement such change.

11.4 Supplier shall promptly provide to BGIS all additional information that BGIS may request, including further estimates in respect of the matters set out in clauses 11.3(a) and 11.3(b), to assist BGIS in evaluating the benefit of any proposed change.

11.5 If BGIS wishes to proceed with a proposed change, BGIS will issue written confirmation signed by an authorized representative of BGIS that the change is to be implemented. Supplier shall then implement the proposed change and the price stated in the Order shall be adjusted in accordance with the agreed amount. The Agreement shall continue unamended should BGIS elect not to proceed with any change.

12.0 Intellectual Property Rights

12.1 All Intellectual Property Rights in or arising out of any goods, materials, designs, drawing and specifications provided by BGIS in connection with the Agreement shall remain at all times vested in, and the property of, BGIS. Where designs, products, or any developments (each being "**Works**") are specifically produced or developed by Supplier for BGIS in connection with the Agreement, all Intellectual Property Rights in such Works shall be the exclusive property of BGIS.

12.2 Supplier hereby assigns (or shall procure the assignment) to BGIS absolutely, with full title guarantee, all right, title and interest in any present and future Intellectual Property Rights in or arising out of any Works for the full term of such rights and all renewals and extensions, together with all rights of action and remedies in relation to infringements thereto and hereby waives or shall procure a waiver of all moral rights in such Works. At the request of and at no additional cost to BGIS, Supplier shall promptly do all such further things and sign all documents or instruments necessary to vest all Intellectual Property Rights in or arising out of any Works in BGIS.

12.3 Supplier shall indemnify and keep indemnified BGIS and its directors, officers, employees

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and agents from and against any and all damages (including legal fees and expenses) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Works by BGIS or the Client infringes the confidentiality or other Intellectual Property Rights of the said third party.

12.4 The parties agree that the Works (and all other things in which BGIS holds the Intellectual Property Rights pursuant to clause 12.1):

(a) may only be used by Supplier as necessary to perform the Contract; and

(b) shall not be made available to any third party (other than the Client where required under the Main Contract) without BGIS's prior written consent.

13.0 Staff Transfers

13.1 The termination, amendment or reduction in scope of any of the Services shall not, for the purposes of the Regulations, constitute a relevant transfer of any employees, agents or contractors of Supplier. If, however, a contract of employment between Supplier (or its contractor) and any person has effect, pursuant to the Regulations, as if originally made between BGIS and such person, or if a claim is made to such effect, BGIS may terminate such contract of employment. Supplier shall indemnify and keep BGIS indemnified at all times from and against all claims, costs, (including legal costs on a full indemnity basis) expenses, losses and liabilities incurred by BGIS in respect of the employment, and the termination of the employment, of any such employees and in respect of any claim arising out of the actual or alleged application of the Regulations to the Agreement, its termination or any reduction in scope of any of the Services.

14.0 Confidentiality

14.1 Supplier shall not during or after termination of the Agreement use (other than in the performance of the Agreement) or disclose to any other person any Confidential Information of BGIS or the Client, except that any obligations contained in this clause shall not prevent any disclosure of:

(a) Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange or disclosure to a party's professional advisors acting in their capacity as such; or

(b) BGIS's Confidential Information where Supplier has obtained the prior written consent of BGIS to such disclosure.

14.2 Supplier acknowledges the importance of protecting the confidentiality of BGIS's and the Client's Confidential Information and shall ensure that all its employees, agents and contractors are aware of this and shall procure that they comply with confidentiality obligations equivalent to those of Supplier in the Agreement. Supplier shall, if requested by BGIS, require all of its relevant employees, agents and contractors to enter into specific confidentiality agreements (which may be directly with BGIS, if so requested) protecting the Confidential Information of BGIS and the Client, in terms approved by BGIS and where Supplier is a party to such agreements, shall take all steps necessary to enforce such agreements.

14.3 Supplier shall not publicise or disclose the existence or content of the Agreement, its

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relationship with BGIS, or BGIS's relationship with the Client, without the prior written agreement of BGIS.

14.4 Supplier shall not, without the prior written approval of BGIS, take or authorise the taking of any photographs for use in any publicity or advertising, or publish alone or in conjunction with any other person or article, photographs or other illustrations relating to the Services, the Client or the Site, nor shall it impart to any publication, journal or newspaper or any radio or television programme any information relating to the Agreement.

14.5 The Confidential Information of BGIS shall include all know-how, patents, copyrights, design rights and any other intellectual property rights arising from the execution of the Agreement.

14.6 Any Confidential Information shall be returned to BGIS or deleted by Supplier at the request of BGIS.

14.7 **Cybersecurity**. Without limiting the generality of its obligations in these Supplier Terms & Conditions, Supplier shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of the any Confidential Information. Supplier shall implement and maintain a program for managing unauthorized disclosure of, access to, or use of the Services and any Confidential Information (each, a "**Data Incident**"). In case of a Data Incident, or if Supplier suspects a Data Incident, Supplier shall:

(a) promptly, and in any case within forty-eight (48) hours, notify BGIS by telephone and in writing;

(b) cooperate with BGIS and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to BGIS in notifying injured third parties; and

(c) otherwise comply with applicable laws governing data breach notification and response. Supplier shall give BGIS prompt access to such records related to a Data Incident as BGIS may reasonably request; provided Supplier is not required to give BGIS access to records that might compromise the security of Supplier's other customers. This clause does not limit BGIS's other rights or remedies, if any, resulting from a Data Incident.

15.0 Non-Solicitation

15.1 In order to protect the value of BGIS's client contacts, Supplier undertakes, in relation to any services similar or connected to the Services, during the term of the Agreement and for twelve (12) months thereafter not to directly or indirectly (including through any associated companies or other associated individuals) solicit orders from, supply, quote, tender or carry out any services whatsoever for the Client. Should the Client approach Supplier, Supplier will refuse any such approach and refer the Client to BGIS.

16.0 Liability, Insurance and Indemnity

16.1 Supplier shall be liable for and shall indemnify and keep indemnified BGIS and its directors, officers, employees and agents from and against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by BGIS arising out of or in connection with Supplier's breach of

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the Agreement or negligence or otherwise arising out of or in connection with the activities of Supplier or its employees, directors, contractors or agents in relation to the Agreement, including but not limited to claims for (i) death or personal injury, (ii) loss of or damage to property (iii) any economic loss, loss of profit, revenue, anticipated savings, data, use, contract, good-will, opportunities or business and (iv) any indirect or consequential loss or damage, in each case whether suffered by BGIS, the Client or any other third party.

16.2 Subject to clause 16.4, BGIS shall not be liable to Supplier, or to any of Supplier's employees, agents or contractors, for any damages and/or compensation in respect of claims for personal injury or death suffered by any of Supplier's employees or other staff. Subject to clause 16.3, Supplier shall indemnify and keep indemnified BGIS and its directors, officers, employees and agents from and against all claims, demands, proceedings, damages, losses, liabilities, costs, charges, expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by BGIS in connection with such claim.

16.3 The indemnities in clauses 16.1 and 16.2 shall not apply to any damages, losses, liabilities, costs and expenses:

(a) to the extent caused by the negligence or wilful act or omission of BGIS; and

(b) to the extent caused by any breach or non-performance by BGIS of the Agreement.

16.4 Nothing in the Agreement shall exclude or restrict the liability of either party to the extent prohibited by law and in particular nothing in the Agreement shall limit or exclude liability for death or personal injury caused by negligence to the extent prohibited by law, or for fraudulent misrepresentation or other fraud.

16.5 Supplier shall take out and keep in force suitable Employers Liability, Contract Works, Public and Products Liability insurance and other insurance that may be required against its liabilities under the Agreement and shall demonstrate the same to BGIS at all reasonable times. The amount for each type of insurance shall be no less than £5,000,000 (or an equivalent amount in the local currency where Services are ordered) unless BGIS agrees in writing to a lower figure.

16.6 Supplier must, prior to commencing the Services, ensure that the current copies of its insurance certificate(s) have been provided to BGIS.

17.0 Goods and Materials Supplied

17.1 All goods and/or materials supplied as part of the Services shall be as specified in, and comply with the requirements of, the Order. Where standards of quality are not specified for the goods and/or materials in the Order, such goods and/or materials shall be of the best available quality suitable for the purposes for which they are intended and shall comply with the latest British Standards (where appropriate) and where applicable the Main Contract.

17.2 Supplier shall ensure that the benefit of any warranty, guarantee or other protections provided by the manufacturer or other supplier of the goods and/or materials supplied as part of the Services shall extend to BGIS and the Client, or shall be capable of transfer to BGIS or the Client.

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18.0 Ownership, Title and Risk

18.1 Ownership and title in all products, goods and materials supplied under the Agreement shall pass to BGIS on delivery.

18.2 Ownership and title in items issued to Supplier on a "free issue" basis by BGIS shall remain with BGIS at all times. Risk of loss of or damage to any such items shall pass to Supplier on delivery and shall remain at Supplier's risk until returned to the custody of BGIS.

19.0 Site Attendance

19.1 If Supplier is required to attend the Site for any activity whatsoever, it is a condition of the Agreement that it and all its employees, agents and contractors have read, understood and fully comply with BGIS's Health and Safety Rules for Contractors (which is available upon request) prior to and during the execution of any services on Site.

19.2 Supplier is responsible for arranging access to the Site. This must be arranged by Supplier through a BGIS representative at least forty-eight (48) hours prior to a visit. BGIS will not be held responsible for any costs incurred by Supplier for failure to arrange access. BGIS cannot guarantee that car parking is available on Site and no additional costs will be accepted in respect of car parking and/or any other travel related costs.

20.0 Supervision

20.1 At all times during the carrying out of the Services, Supplier shall provide all necessary supervision to ensure the proper execution of the Services and shall have a competent person in charge on the Site who shall be authorised to accept instructions and directions on behalf of Supplier.

20.2 Supplier shall provide such evidence as BGIS may reasonably require relating to the suitability and competence of any person employed by Supplier in the performance of the Services. BGIS shall have the right to require Supplier to provide a competent substitute for any person so employed who in BGIS's opinion is incompetent, negligent or otherwise unsuitable. For the avoidance of doubt, should Supplier be unable to satisfy BGIS in their reasonable opinion that any person is suitable, then BGIS will have no alternative but to refuse entry and/or commencement of the Services and/or cease the progress of the Services. In these circumstances, BGIS shall not be responsible for any abortive or additional costs Supplier may incur as a result. Furthermore, should BGIS incur any costs, either itself or from third parties (including the Client), then such costs will be deducted from Supplier in accordance with clause 5.10.

21.0 Termination

21.1 The Agreement may be terminated by BGIS in the following circumstances:

(a) upon giving Supplier not less than one (1) month's prior written notice at any time;

(b) by written notice with immediate effect if Supplier has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it

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ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three (3) Working Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which Supplier is incorporated, resident or carries on business; and

(c) by written notice with immediate effect if Supplier is in breach of any of its obligations under the Agreement and, if the breach is capable of remedy, Supplier has failed to remedy such breach within fifteen (15) Working Days of receipt of a request to do so.

21.2 Notwithstanding clause 21.1 above, the Agreement shall automatically terminate in the event that BGIS's engagement under the Main Contract is terminated.

21.3 BGIS may terminate any Order, in whole or in part, at any time without cause by written notice to Supplier.

21.4 Notwithstanding any other provision of the Agreement t, in the event of any termination of the Agreement for any default of Supplier including (without limitation) pursuant to clause 21.1(b) or 21.1(c), BGIS reserves the right to withhold or suspend payment to Supplier until such time as BGIS has assessed (i) the additional cost to BGIS of completing the Services (or arranging for a third party to complete the Services), (ii) any other costs and liabilities incurred by BGIS in connection with the termination, (iii) the quality and value of the services carried out by Supplier up to the date of termination in connection with the Agreement and (iv) any other issues that BGIS considers require BGIS's assessment in connection with the Services and/or the Agreement. In accordance with clause 5.10, BGIS shall be entitled to set off against any sums that are due to Supplier any amounts calculated in accordance with this clause 21.4 and any other amounts owed to BGIS by Supplier whether under the Agreement or any other contract or order or arrangement between the parties.

21.5 BGIS shall not be liable to Supplier for any loss of or damage to profit, revenue, anticipated savings, wasted costs, contract, goodwill, opportunities or business or any indirect or consequential loss or damage, including in the event that BGIS terminates the Agreement in accordance with this clause 21.

21.6 Termination, howsoever, caused shall not affect:

(a) any right or liabilities which have accrued prior to the time of termination; and

(b) the continuance in force of any provision of the Agreement which expressly or by implication is intended to come into or continue in force after termination (including, but not limited to, clause 4 (Main Contract), clause 6 (Supplier's General Obligations), clause 12 (Intellectual Property Rights), clause 13 (Staff Transfers), clause 14 (Confidentiality), clause 16 (Liability, Insurance and Indemnity), clause 17 (Goods and Materials Supplied), clause 21.4 (Termination), clause 21.5 (Termination), clause 21.6 (Termination), clause 21.6 (Termination), clause 22 (Open Book Policy and Audit Rights), clause 24 (Third Party Rights), clause 26 (Severability), clause 27 (Bribery and Corrupt Practices) and clause 30 (Applicable Law)

21.7 On termination of the engagement of Supplier for any reason, Supplier shall, where applicable, take immediate steps to bring to an end its performance of the Services in an orderly manner but with all reasonable speed and economy and shall forthwith vacate the Site. In addition, Supplier shall deliver to BGIS all Confidential Information of BGIS and

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the Client and correspondence and documentation (including but not limited to engineers reports and test certificates) relating to the Services.

22.0 Open Book Policy and Audit Rights

22.1 Supplier shall conduct all dealings with BGIS on a fully open book basis. When requested to do so Supplier will provide BGIS any further detailed information relating to any quotation or Order that BGIS may reasonably require.

22.2 BGIS further reserves the right to audit, both financially and operationally, Supplier, with reasonable notice and at a time of the BGIS's choosing. BGIS will give Supplier ten (10) days' prior written notice of BGIS's intention to undertake an audit.

22.3 For any audit, Supplier shall grant to BGIS unlimited right of access to any of Supplier's data, records, books of accounts (in accordance with best accountancy practices), documents and other materials (including the right to copy) which relate to the Agreement or any specific Order(s).

22.4 BGIS undertakes to hold any information provided by Supplier in relation to this clause as confidential and not to make the information available to any third party, except for the Client, without the express written consent of Supplier. BGIS further undertakes not to use the information for purposes other than to confirm compliance by Supplier with the Agreement or any specific Order. Should BGIS have reasons that Supplier is in breach of any aspect of the Agreement or any specific Order, BGIS reserves the right to carry out an unannounced audit.

22.5 Following an audit, BGIS may discuss its findings with Supplier and, if appropriate, the parties shall agree a plan (including a timetable to implement the plan) to address any concerns identified in the audit. If the parties fail to agree on a remedial plan, either party may escalate the matter in accordance with the dispute resolution procedure outlined in Clause 29. If an audit demonstrates that Supplier is failing to comply with any of its obligations under the Agreement or any specific Order, then, without prejudice to the other rights and remedies of BGIS, Supplier shall take the necessary steps to comply with its obligations at no additional cost to BGIS. If an audit demonstrates that Supplier has overcharged BGIS for the provision of the Services then, within ten (10) Working Days of such demonstration, Supplier shall pay to BGIS an amount equal to the amount so overcharged.

23.0 Step-in

23.1 BGIS at its sole discretion may, in lieu of giving notice of termination under clause 21.1(c), by written notice to Supplier remove from the scope of the Agreement any portion or portions of the Services and may elect to either step-in itself or appoint third parties to complete and maintain such portion(s). In such event, BGIS may recover the reasonable costs associated with the step-in or appointment under this clause from monies otherwise due or becoming due to Supplier, or otherwise recovered as an outstanding debt to BGIS. Supplier shall have no right or claim against BGIS in respect of this clause.

24.0 Third Party Rights

24.1 No person that is not a party to the Agreement shall have any rights under the Agreement to enforce any term of this Agreement.

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25.0 Assignment and Sub-Contracting

25.1 BGIS may at any time assign, transfer, charge or deal in any other manner with any of its rights or obligations under the Agreement.

25.2 Supplier shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under the Agreement, nor purport to do so.

25.3 Supplier shall not sub-contract, sub-let or otherwise delegate the performance of the Services without the prior written consent of BGIS. Such consent, if given, shall in no way relieve Supplier of its responsibilities under the Agreement.

26.0 Severability

26.1 If any one or more provisions of the Agreement shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not as a result in any way be affected or impaired. However, if any provisions shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the parties hereby undertake to make such modifications.

27.0 Bribery and Corrupt Practices

27.1 Supplier represents, warrants and undertakes to BGIS and the Client or the affiliates of BGIS or the Client (for the purposes of this Clause 27, the "**Assured Parties**") that neither it nor its officers, employees, agents, consultants, subcontractors or affiliates in connection with the Services or with any other business transactions with the Assured Parties, has made or shall make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to: any government official or employee (including employees of a government corporation or public international organisation); any political party or candidate for public office; or any other person, if to do so would violate or cause the Assured Parties to be in violation of any applicable law.

27.2 It is the intention of the Assured Parties that in the course of the respective negotiations and performance of the Agreement no payments or transfers of value, offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper performance of any function or activity.

27.3 Supplier warrants that:

(a) it is not a government official or affiliated with any government official;

(b) it has not engaged and shall not engage in conduct in breach of the *U.S. Foreign Corrupt Practices Act*, the *UK Bribery Act* or other analogous applicable anti-bribery and corruption legislation (together the "**Bribery Laws**");

(c) it shall not violate or cause BGIS, the Client or an affiliate of BGIS or Client to violate the Bribery Laws.

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27.4 Notwithstanding any other provisions to the contrary, the Assured Parties may suspend or terminate the Agreement for material breach which is not capable of remedy in accordance with Clause 21.1(c) on becoming aware of information that gives it a factual basis to conclude that Supplier or any of its officers, employees, agents, consultants, subcontractors or affiliates has violated or caused the Assured Parties to violate the Bribery Laws. In the event of termination for such cause, the Assured Parties may withhold payment relating to the portion of the Services to which the conduct breaching the Bribery Laws relates and Supplier shall indemnify and hold harmless the Assured Parties against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature incurred as a consequence of such breaching conduct.

28.0 Modern Slavery

28.1 The Supplier shall ensure that all work carried out by its staff or subcontractor staff is voluntary and workers shall have the freedom to terminate their employment at any time without penalty, given notice of reasonable length.

28.2 The Supplier shall not use, nor allow its subcontractors to use forced, bonded or involuntary prison labour.

28.3 The Supplier warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world and that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

28.4 The Supplier shall:

(a) have and maintain throughout the term of the Agreement its own policies and procedures to ensure its compliance with the *Modern Slavery Act* and include in its contracts with its subcontractors anti-slavery and human trafficking provisions where applicable;

(b) implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Agreement;

(c) not use or allow child or slave labour to be used by its subcontractors; and

(d) report to BGIS the discovery or suspicion of any slavery or trafficking by it or its subcontractors.

29.0 Disputes

29.1 In the event of any dispute arising out of or in connection with the Agreement, the following procedures shall apply:

(a) in the first instance the matter shall be referred to the BGIS Business Unit Manager and Supplier's representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation;

(b) in the event that the dispute is not resolved in accordance under clause 29.1(a) within ten (10) Working Days the dispute shall be referred to the senior

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representatives of each party; and

(c) Failing any agreement having been reached within a further period of ten (10) Working Days the parties shall seek settlement of the dispute by mediation in accordance with the LCIA Mediation Rules, which are deemed to be incorporated by reference into this clause.

30.0 Applicable Law

30.1 The Agreement, including these Supplier Terms & Conditions, shall be governed by and interpreted in accordance with the laws of England and Wales.

31.0 Acknowledgement

31.1 By signing below, Supplier agrees that if and when it supplies Services to or on behalf of BGIS pursuant to an Order, such transaction(s) shall at all times be subject to the Agreement, including these Supplier Terms & Conditions.

Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____

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