Purchase Order Terms & Conditions

Stockton Drilling Limited and Stockton Civil Engineering Limited
General Conditions of Contract for the Purchase and Supply of Goods, Plant and Materials with Services
Version: 20250408

1. DEFINITIONS

1.1. The term "**Stockton**" shall mean Stockton Drilling Limited (Company number 04245895) or Stockton Civil Engineering Limited (Company number 15478768) whose registered offices are situated at Unit 15 Navigation Court. Calder Park, Wakefield. WF2 7BJ

1.2. The term "**Supplier**" shall mean the person, firm or company to whom the Purchase Order is issued.

1.3. The word "**Goods**" includes all goods, Plant and materials covered by the Purchase Order.

1.4. The term "**Purchase Order**" shall mean Stockton's Purchase Order.

1.5. The term "**Price**" shall mean the price or rates specified in the Purchase Order.

1.6. The word "**Plant**" shall mean the equipment specified in the Purchase Order and any replacement or replacements thereof, together with such accessories for the same as let by the Supplier to Stockton.

1.7. The word "**Services**" includes all services, labour and workmanship used in the performance of the services required by or to be inferred from the Purchase Order.

1.8. The word "**Materials**" means any materials or goods used in the performance of the Services.

1.9. The term "**Site**" shall mean the location(s) where the Goods are to be delivered, or the Services are to be performed.

1.10. The word "**Maintenance**" includes both corrective and preventative maintenance of any building, structure, plant, equipment, machinery or article of Stockton including the Goods supplied hereunder.

1.11. The term "**the Contract**" shall mean the contract between Stockton and the Supplier consisting of the Purchase Order, these conditions and any other documents (or parts thereof) specified by Stockton. Should there be any inconsistency between the documents comprising the Contract, they shall have precedence in the order herein listed.

1.12. The term "**Head Contract**" shall mean the contract between Stockton and their Client a copy of which can be provided to the Supplier upon request.

1.13. The term "**Statutory Requirements**" shall mean each and every obligation imposed by law relevant to the Contract including without prejudice to the generality of the foregoing all statutes, statutory instruments, regulations and by- laws and any requirements of any statutory bodies or local authorities and amendments and modifications of any of the foregoing from time to time.

1.14. "**Stockton Policies**" shall mean all relevant policies and site rules of Stockton, its subsidiaries and associated companies including without prejudice to the generality of the foregoing safety, health and environmental rules (available on request).

1.15. The words "**Completion**" "**Completed**" and "**Complete**" mean when the Services have been performed to the entire satisfaction of Stockton and in accordance with the Contract.

2. QUALITY OF GOODS AND FITNESS FOR PURPOSE

2.1. The Goods shall be of satisfactory quality and free from defects in material or workmanship or design. If the purpose for which the Goods are required is made known to the Supplier expressly or by implication the Goods shall be fit for that purpose.

Unless otherwise agreed the Goods shall conform with any specifications, drawings, descriptions and samples contained or referred to in the Contract and with all relevant British Standards Statutory Requirements and Stockton Policies and shall not be harmful to Stockton's property or the environment.

3. STANDARD OF SERVICES

3.1. The Services shall:

3.1.1. conform to any specification, quality and description specified or referred to in the Purchase Order;

3.1.2. conform to any relevant British Standards, Statutory Requirements, Stockton Policies and best industry practices;

3.1.3. be performed with the highest care and skill by competent, properly qualified, trained and experienced personnel in accordance with best practice in the Supplier's industry, profession or trad in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

3.1.4. be performed in accordance with any relevant time or Maintenance schedule or call out requirements specified in the Purchase Order and within such time period or periods as may be required by Stockton (time being of the essence in respect of the performance of the Supplier's obligations).

3.1.5. be performed in a manner that shall not put Stockon in breach of any term or part of the Head Contract.

3.2. Any Materials shall:

3.2.1. be of satisfactory quality and free from defects;

3.2.2. be fit for the purpose required;

3.2.3. conform with any specification, samples, quality and description specified or referred to in the Purchase Order; and

3.2.4. conform with any relevant British Standards, Statutory Requirements and Stockton Policies, and shall not be harmful to Stockton's property or the environment.

3.3. In providing the Services, the Supplier shall:

3.3.1. co-operate with Stockton in all matters relating to the Services, and comply with all instructions of Stockton;

3.3.2. use the best quality goods, materials, standards and techniques, and ensure that the Materials, and all goods and materials supplied and used in the Services or transferred to Stockton, will be free from defects in workmanship, installation and design;

3.3.3. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and Statutory Regulations;

3.3.4. hold all materials, equipment and tools, drawings, specifications and data supplied by Stockton to the Supplier in safe custody at its own risk and maintain such materials in good condition until returned to Stockton and not dispose or use such materials other than in accordance with Stockton's written instructions or authorisation;

3.3.5. not do or omit to do anything which may cause Stockton to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Stockton may rely or act on the Services.

4. DELIVERY DATE AND DATE FOR PERFORMANCE

4.1. The date of delivery of the Goods and the date for performance of the Services shall be that specified in the Purchase Order unless agreed otherwise between Stockton and the Supplier. In the absence of any date being specified the Goods shall be delivered and the Services shall be performed as soon as practicable or as soon as required by Stockton. Time shall be of the essence.

4.2. The Supplier shall furnish such programmes of manufacture and delivery as Stockton may reasonably require and the Supplier shall give notice to Stockton as soon as practicable if progress in accordance with such programmes is or is likely to be delayed.

4.3. Stockton has the right to instruct the Supplier to take such action as is required to bring the Contract to Completion in accordance with the terms of the Contract at no extra cost to Stockton (save where Stockton has caused the delay) or to reject the Goods or the Services for late delivery or performance and to recover from the Supplier any costs incurred by Stockton in obtaining substitute Goods and/or Services from a third party.

4.4. The Supplier shall not deliver the Goods and/or Services in instalments without Stockton's prior written consent. Where it is agreed that the Goods and/or Services are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment in time or at all or any defect in an instalment shall entitle Stockton to the remedies set out in Clauses 4.3 and 5.1.

5. INCORRECT DELIVERY OR PERFORMANCE

5.1. All Goods and Services must be delivered or performed at the delivery point at the Site and within the times specified in the Purchase Order. If Goods or Services are incorrectly delivered or performed, notwithstanding Stockton's right of rejection at Clause 4.3, the Supplier shall be responsible for any additional expense incurred in delivering them to their correct destination or in re-performance at such destination.

5.2. Stockton shall not be responsible for any failure to give notice to carriers of non-delivery, loss, damage, or delay in transit.

6. PASSING OF PROPERTY AND RISK IN GOODS TO BUYER

6.1. The Goods shall become the property of Stockton on delivery or payment or part payment (whichever occurs first).

6.2. Where Stockton pays part of the Price before taking delivery of the Goods or any part thereof then such payments shall be regarded as part payments and not deposits in respect of the Price.

6.3. All risk in the Goods including all risk of loss or damage shall remain with the Supplier until the Goods reach the correct place of delivery and are placed in the possession of Stockton.

6.4. Stockton accepts no responsibility for Goods delivered in excess of the Purchase Order requirement.

6.5. All Goods rejected or returned shall be at the risk of the Supplier from 5 days from the date Stockton gives notice of rejection or return of the Goods and, in any event, during transit back to the Supplier.

6.6. Unless otherwise agreed, the Supplier shall be responsible for collecting rejected or returned Goods and all costs incurred in transporting them.

7. PURCHASE PRICE AND TERMS OF PAYMENT

7.1. Unless otherwise stated in the Purchase Order, all rates and prices are firm and fixed and the Price shall be inclusive of added tax all services and materials necessary for the performance of the Contract, and all taxes and duties, but excluding value

7.2. The Supplier shall procure that invoices shall include the following particulars as condition precedent to Stockton's obligation to pay the Price to the Supplier:

- Stockton's Purchase Order number;
- Invoice date and number;
- Supplier's name and address;
- Description of the Goods and Services invoiced as detailed on the Purchase Order (if applicable);
- The location and date of delivery of the Goods invoiced;
- The dates for part payment, part delivery of Goods and/or part performance of the Services (if applicable);
- The location and date of performance of the Services invoiced;
- The Price of the Goods and/or Services invoiced;
- Value added tax payable by Stockton (where applicable to the transaction) stated separately from the Price; and
- The Supplier's VAT number and any other particulars required by law or regulation from time to time, and an invoice which includes each of the above particulars is hereinafter called a "valid invoice".

7.3. The Supplier shall deliver a valid invoice to Stockton promptly after (but not before) the delivery of the Goods and/or the performance of the Services or (where stage payments are agreed) after the agreed stage is Completed in each case in accordance with the Contract.

7.4. Unless otherwise stated in the Purchase Order, and subject to the delivery of a valid invoice by the Supplier to Stockton in accordance with Clause 7.3, Stockton shall pay the Price for the relevant Goods and/or Services together with value added tax (where applicable to the transaction) to the Supplier not later than 30 days after the end of the calendar month during

which the valid invoice is received by Stockton.

7.5. If Stockton shall fail to make payment in accordance with Clause 7.4, the Supplier shall be entitled to simple interest at the rate of 2% per annum above the base lending rate from time to time of Barclays Bank plc calculated on the unpaid sum from the due date for payment until payment is made.

7.6. Notwithstanding anything to the contrary contained in this Contract, in the event that the Client or any other party responsible for making payments under or in connection with the Head Contract is or becomes insolvent the Supplier shall not be entitled to be paid any further sums under or arising out of this Contract, except to the extent that Stockton actually receives or recovers any monies from the Client or any other party responsible for making payments under or in connection with the Head Contract or any liquidator, administrator or receiver which include an amount that is specifically attributable to the provision of Materials, Goods or Services by the Supplier. For the purposes of this Clause 7.6, "insolvent" shall have the meaning given to that expression by section 113 of the Housing Grants, Construction and Regeneration Act 1996 and/or as defined under the Head Contract.

8. INCLUSIONS IN PRICE – SERVICES

8.1. The Supplier is deemed to have understood the nature and extent of the Services and to have inspected the Site (including ground conditions and any existing structures). No failure on the part of the Supplier to discover or foresee any site conditions, or any failure to discover or foresee any risks, contingencies or circumstances (whether the same ought reasonably to have been discovered or not) shall entitle the Supplier to claim damages or an additional sum or an extension of time for Completion of the Services. The Supplier shall not be entitled to rely upon any survey, report or other information supplied by or on behalf of Stockton regarding the Site or any such matter referred to in this clause, or to make any claim against Stockton in connection therewith. Stockton shall, on request of the Supplier, grant such access to the Site as may be reasonable for this purpose.

8.2. Unless otherwise agreed, the Supplier shall provide all plant, scaffolding, tools Materials, labour, haulage and other things necessary to complete the Services.

8.3. Unless otherwise agreed, the Supplier shall be responsible for obtaining all those consents, licences and permits from any relevant authority which are necessary for the carrying out of the Services including and without prejudice the same to the generality of the foregoing planning permission and building regulation approval and the Supplier shall comply with

9. HIRE OF PLANT

9.1. All Plant shall be supplied and maintained by the Supplier at its cost in perfect working condition and shall be fit for its intended purpose and shall comply with all relevant legislation and statutory regulations and relevant Stockton Policies including those relating to safe operation and use of the Plant. In the event that the Plant breaks down or is unusable, the Supplier shall at its own costs promptly replace the same with working equivalent Plant and remove the defective Plant from Stockton's site.

9.2. If at any time during the period commencing when the Plant arrives on the Site and ending on the date when Stockton gives verbal or written notice that the Plant is to be removed from the Site ("Period of Hire") the Supplier is of the opinion that the Plant is in need of repair or adjustment the Supplier may stop the use of the said Plant until repairs or adjustments have been made on the Site or, at the Supplier's own expense, supply with all reasonable speed such replacement Plant as is necessary for the purposes of the Contract.

9.3. If at any time during the Period of Hire Stockton is of the opinion that the Plant is in need of repair or adjustment, Stockton shall advise the Supplier and may suspend the operation of the Contract until the Supplier has carried out such repairs or adjustments on the Site or has, at the Supplier's own expense, supplied such replacement Plant as is necessary for the purposes of the Contract.

9.4. The Price for the hire of the Plant shall be reduced in proportion to the time lost due to any stoppage or suspension of use of the Plant during the Period of Hire under the provisions of clauses 9.1, 9.2 or 9.3 above and the Supplier shall indemnify Stockton for any losses suffered as a result of such suspension or stoppage.

9.5. No adjustment to the Price for hire can be claimed where damage to the Plant is due to the neglect or default of Stockton, its servants or agents. However, if the Plant or an item thereof is agreed to be beyond repair the Supplier shall with all reasonable speed provide such replacement as is necessary for the purposes of the Contract.

9.6. Stockton shall at all reasonable times permit the Supplier, its servants, agents or insurers, to have access to the Plant for the purpose of inspecting, testing, adjusting, repairing or replacing the same. Similarly, Stockton shall permit the Supplier to inspect the work being carried out by the operator of the Plant. So far as is reasonably practicable any such inspection etc shall be carried

out at times convenient to Stockton.

10. ACCEPTANCE

10.1. In the case of Goods or Services delivered by the Supplier not conforming with the Contract whether by reason of being of quality or in a quantity or measurement not stipulated or being unfit for the purpose for which they are required or otherwise not in compliance with the Contract Stockton shall have the right to reject such Goods or Services within a reasonable time of Stockton discovering the non-conformity and to purchase elsewhere goods or services as near as practicable to the same Contract specifications and conditions as circumstances shall permit but without prejudice to any other right which Stockton may have against the Supplier. The making of payment and use of the Goods or Services shall not prejudice Stockton's right of rejection and neither shall the signing of a delivery note notwithstanding anything to the contrary stated therein. Before exercising the said right to purchase elsewhere Stockton shall give the Supplier a reasonable opportunity to replace or to re-perform rejected Goods or Services with Goods or Services which conform to the Contract save where Stockton in its absolute discretion determines that the Supplier may not be capable of supplying the Goods or Services in accordance with the Contract and/or within the time required by Stockton.

11. VARIATIONS

11.1. The Supplier shall not alter any of the Goods or Services, except as directed in writing by Stockton, but Stockton shall have the right, from time to time during the execution of the Contract, by notice in writing to direct the Supplier to add to or to omit, or otherwise vary, the Goods or Services, and the Supplier shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the Contract.

11.2. Where the Supplier receives any such direction from Stockton which would occasion an amendment to the Price or the delivery date or (in the case of Services) the performance date the Supplier shall, with all possible speed, and prior to commencement, advise Stockton in writing to that effect giving the amount of any such amendment, ascertained and determined at the same level of pricing as that contained in the Supplier's tender, and giving the period of any delay. This revised price must be agreed in writing by Stockton prior to commencement.

11.3. If, in the opinion of the Supplier, any such direction is likely to prevent the Supplier from fulfilling any of its obligations under the Contract it shall so notify Stockton and Stockton shall decide whether or not the same shall be carried out and shall confirm its instructions and modify the said obligations to such an extent (if at all) as may be justified in the opinion of Stockton. Until Stockton so confirms its instructions they shall be deemed not to have been given.

12. CANCELLATION OR SUSPENSION

12.1. If Stockton is for any reason beyond its reasonable control unable to accept delivery of the Goods or performance of the Services at the times stated in the Purchase Order, or at all, then Stockton may by notice in writing to the Supplier cancel or suspend the delivery of any of the undelivered Goods or the performance of any of the unperformed Services.

12.2. If delivery is suspended for more than 8 weeks, then either party may by notice in writing terminate the Contract forthwith. Upon such termination the Supplier shall be entitled to be paid up to, but no more than such portion of the Price as fairly represents the work and/or materials carried out and procured up to the time of the suspension.

12.3. Upon cancellation the Supplier shall be entitled to be paid up to, but no more than such portion of the Price as fairly represents the work and/or materials carried out and procured up to the date of cancellation.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. The Supplier shall indemnify Stockton against any claim for infringement of any patent, design right, registered design, unregistered design, trade mark or copyright or for breach of confidence by the use or sale of any article or material supplied by the Supplier to Stockton or any Services supplied by the Supplier to Stockton and against all costs and damages, including legal fees on an indemnity basis, which Stockton may incur in any action for such infringement or for which Stockton may become liable in any such action. Provided always that this indemnity is conditional on Stockton giving to the Supplier notice in writing of any claim being made or action threatened or brought against Stockton and on Stockton permitting the Supplier at the Supplier's own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

13.2. All intellectual property rights in any Services or Materials supplied to Stockton by the Supplier or specifically commissioned by the Supplier for Stockton shall vest in Stockton and the Supplier undertakes to execute all documents required to ensure

such ownership.

14. DATA PROTECTION

14.1. In respect of the Processing of Personal Data by the Supplier or the Supplier's personnel under or in connection with the Contract, the Supplier shall, and shall procure that the Supplier's personnel shall:

14.1.1. only Process the Personal Data to the extent required to provide the Services in accordance with the terms of the Contract or otherwise in accordance with documented instructions of Stockton from time to time;

14.1.2. not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised to do so in writing by Stockton;

14.1.3. implement appropriate technical and organisational measures to:

14.1.4. protect Personal Data against unauthorised or unlawful Processing and against accidental or unlawful loss, destruction, damage, alteration or disclosure,

14.1.5. comply with Data Protection Legislation, and

14.1.6. ensure the protection of the rights of the Data Subject;

14.1.7. ensure that all of the Supplier's personnel engaged in the provision of the Services have entered into confidentiality agreements with the Supplier and shall further ensure that such personnel are made aware of and observe the Processor's obligations under the Contract with regard to the security and protection of Personal Data;

14.1.8. Process the Personal Data in accordance with the Data Protection Legislation (as applicable) and not do or permit anything to be done which might cause Stockton in any way to be in breach of the Data Protection Legislation;

14.1.9. provide written evidence of the Supplier's compliance with Data Protection Legislation as may be requested by Stockton from time to time;

14.1.10. cooperate and assist, as requested by Stockton, and put appropriate technical and organisational measures in place to enable Stockton to comply with any exercise of rights by a Data Subject under the Data Protection Legislation (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data);

14.1.11. not process the Personal Data anywhere outside the European Economic Area without the prior written consent of Stockton (and subject then, in the event of any transfer outside the European Economic Area, to the execution of any document or agreement which, in the reasonable opinion of Stockton, is required to in order to lawfully effect any such transfer of Personal Data);

14.1.12. at the request of Stockton or any competent regulatory or supervisory authority, submit for audit the Processing activities (and related facilities) carried out pursuant to the Contract which shall be carried out by Stockton, its authorised representatives (bound by a duty of confidentiality) and/or representatives of the relevant regulatory or supervisory authority; and

14.1.13. cease Processing the Personal Data immediately upon the termination or expiry of the Contract or, if sooner, the Services to which it relates and as soon as possible thereafter, at Stockton's option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Supplier shall confirm in writing that this condition 14.1.10 has been complied with in full. The provisions of this condition 14.1.10 shall not apply to the extent the Supplier is obliged by applicable law to keep copies of the Personal Data.

14.2. The Supplier shall notify Stockton as soon as reasonably practicable and in any event within twenty-four (24) hours of:

14.2.1. any legally binding request for disclosure of Personal Data by a law enforcement or other competent authority unless prohibited by law from doing so;

14.2.2. any request received directly from a Data Subject without responding to that request, unless required by law or it has been otherwise authorised by Stockton to do so;

14.2.3. receiving any correspondence, notice or other communication whether orally or in writing from the Information Commissioner's Office, any other relevant data protection regulator or any other regulator or person, relating to the Personal Data; and/or

14.2.4. becoming aware of a breach of the provisions of this condition 14.

14.3. Without prejudice to any other provision of the Contract, Stockton may, on reasonable notice, request a detailed written description of: (i) the technical and organisational methods employed by the Supplier and any sub-Processors (if any) for the Processing of Personal Data; and/or (ii) the Processing activities carried out by the Supplier on behalf of Stockton containing at least the amount of detail required by Article 30(2) of the GDPR. Within ten (10) days of receipt by the Supplier of Stockton's written request (which shall include a detailed description of Stockton's requirements), the Supplier shall deliver a written report to Stockton in sufficient detail that Stockton can reasonably determine whether or not any applicable Personal Data is being or has been Processed in compliance with the Data Protection Legislation and in accordance with the Contract.

14.4. Without prejudice to the other provisions of this condition 14, if the Supplier or any member of the Supplier's personnel becomes aware of any Data Protection Incident, then the Supplier shall promptly (but in any event within twenty-four (24) hours of discovery) notify Stockton by telephone and by email. The Supplier shall, at no additional cost to Stockton, provide Stockton with all resources, assistance and cooperation as are required by Stockton for Stockton to notify the Information Commissioner's Office and any other relevant data protection regulator (or analogous body in any other relevant jurisdiction and any bodies which may succeed or replace them from time to time) of such Data Protection Incident and for Stockton to provide such reports or information as may be requested by them in relation to such Data Protection Incident and/or for Stockton to notify the relevant Data Subjects of such Data Protection Incident, as applicable.

14.5. The Supplier shall, at no additional cost to Stockton, provide Stockton with all resources and assistance as required by Stockton for Stockton to discharge its duties pursuant to Articles 35 and 36 GDPR including, but not limited to, promptly at the request of Stockton providing information in respect of any data protection impact assessment which Stockton conducts.

14.6. Where the Supplier sub-contracts any of its obligations under this condition 14, with the consent of Stockton, it shall do so only by way of written agreement with the sub-Processor which imposes the same obligations on the sub-Processor as are imposed on the Supplier under this condition 14. The Supplier shall inform Stockton of any sub-Processor in advance. In any event, the Supplier shall be liable for the acts and omissions of its agents, personnel and sub-Processors as if they were its own acts and omissions.

14.7. For the purposes of this condition 14:

14.7.1. the terms "**Processor**", "**Personal Data**", "**Data Subject**" and "**Processing**" shall have the same meanings as in the Data Protection Legislation and "Processed" and "Process" shall be construed accordingly.

14.7.2. "**Data Protection Legislation**" means:

14.7.2.1. the EU Data Protection Directive 95/46/EC.

14.7.2.2. the EU ePrivacy Directive 2002/58/EC (the "**ePrivacy Directive**").

14.7.2.3. any relevant transposition of, or successor or replacement to, those laws including without limitation when they come into force, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") and the successor to the ePrivacy Directive, and all other applicable laws, regulations and codes of conducts in any relevant jurisdiction relating to the Processing of Personal Data, as may be amended from time to time; and

14.7.3. "**Data Protection Incident**" means a breach of security leading to the accidental of unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

15. ASSIGNMENT AND SUB-LETTING

15.1. The Contract shall not be assigned by the Supplier nor sub-let as a whole or in part without Stockton's consent.

15.2. When Stockton has consented to the placing of sub-contracts copies of each sub-contract as and when requested shall be sent by the Supplier to Stockton.

15.3. Stockton may freely assign, subcontract, charge or otherwise deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

15.4. The Supplier agrees that it shall co-operate and undertake all matters at its own cost and expense that are necessary to novate or assign this Contract or any parts thereof to any third party when requested by Stockton.

15.5. For the avoidance of doubt, the Supplier shall be and remain primarily and directly responsible to Stockton for all Goods and/or Services supplied by subcontractors.

16. PROGRESS AND INSPECTION

16.1. Stockton's representatives shall have the right to inspect all Goods at the Supplier's works and the works of sub-contractors at all reasonable times and to reject Goods that do not comply with the terms of the Contract. The Supplier's sub- contracts shall include this provision. Any inspection, checking, approval or acceptance given on behalf of Stockton shall not relieve the Supplier from any obligation under the Contract.

17. FREE-ISSUE MATERIALS

17.1. Where Stockton for the purposes of the Contract issues Materials 'free of charge' to the Supplier such Materials shall be and remain the property of Stockton. The Supplier shall maintain all such Materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Supplier shall use such Materials solely in connection with the Contract. Any surplus Materials shall be disposed of at Stockton's discretion. Waste of such Materials arising from bad workmanship or negligence of the Supplier shall be made good at the Supplier's expense. Without prejudice to any other of the rights of Stockton, the Supplier shall deliver up such Materials whether further processed or not to Stockton on demand.

17.2. If either party requires a record of the quantity and condition of any free issue materials required to be returned to Stockton, then a suitable record shall be agreed and maintained by both parties.

18. SITE REGULATIONS

18.1. The Supplier shall not commence the provision of Services on Site before obtaining the consent of Stockton.

18.2. The Supplier shall comply with Stockton's current Safety, Health and Environmental Rules for Contractors ('SHE Rules') (available on request) and all other safety requirements applicable to the Site and shall ensure that its employees and sub-contractors so comply. Both the Supplier and its employees and subcontractors will comply with all relevant safety legislation, including without limitation, the Health and Safety at Work Act 1974 and any other applicable health and safety legislation or regulations.

18.3. It is understood by the Supplier that compliance with the rules and regulations detailed above is an essential condition of the Contract. Stockton shall have the right to remove or request the removal of any person brought to the Site by the Supplier who has:

18.3.1. failed to comply with the SHE Rules, or

18.3.2. has, in the opinion of Stockton, misconducted themselves or been negligent or incompetent,

But removal of any such person under these circumstances shall not be construed as a right for the Supplier not to perform its obligations.

19. SITE WORK BY SUPPLIER

19.1. If any work on Site is to be carried out by the Supplier, then the Supplier shall ensure that no work is covered up until Stockton has had a reasonable opportunity to inspect it.

19.2. The access to and possession of the Site shall not be exclusive to the Supplier but only such as shall enable it to execute the Services, concurrently with the execution of work by other persons.

19.3. Without prejudice to any other indemnity provisions herein, the Supplier shall at all times prevent any nuisance or trespass (including, but without limitation, any noisy working operations, or interference with access or use of public or private roads and/or footpaths) or other interference with the rights of the owner, or any tenant or occupier of the Site or any adjoining land, arising out of the Services, and shall fully indemnify Stockton in relation to any claims and legal fees (on an indemnity basis) arising out of any failure in performing its obligations and shall assist Stockton in defending any action or proceedings which may be instituted in relation thereto.

20. THINGS FOUND ON SITE

20.1. All minerals, metals, objects and other things found or discovered on, under or around the Site shall as between the Supplier and Stockton be the property of Stockton and shall be dealt with as Stockton may direct.

21. NOTIFICATION PROCEDURE

21.1. The Supplier shall give immediate notice in the event of any accident or damage likely to form the subject of a claim under Stockton's insurance and shall give all the information and assistance in respect thereof that Stockton's insurers may require, and shall not negotiate, pay, settle, admit or repudiate any claim relating to the same subject matter or to any extent relating to

the same subject matter without the written consent of, Stockton's insurers and shall permit such insurers to take proceedings in the name of the Supplier to recover compensation or secure an indemnity from any third party in respect of any of the matters covered by the said insurance.

22. SPECIFICATIONS, PLANS, PROCESS INFORMATION ETC

22.1. Any specifications, plans, drawings, process information, patterns or designs supplied by Stockton to the Supplier in connection with the Contract shall remain the property of Stockton, and any information derived there from or otherwise communicated to the Supplier in connection with the Contract shall be kept secret and shall not, without the consent in writing of Stockton, be published or disclosed to any third party, or made use of by the Supplier except for the purpose of implementing the Contract. Any specifications, plans, drawings, process information, patterns or designs supplied by Stockton must be returned to Stockton when required.

22.2. When the Purchase Order includes manufacture to Stockton's designs the Supplier agrees to inform Stockton of any invention or improvement in design or method of manufacture arising out of the performance of the Contract by or on behalf of the Supplier and any such invention or improvement and any patent or registered design rights in respect thereof and copyright in any drawings, documents or specifications relating thereto shall be the property of Stockton. The Supplier shall give Stockton at Stockton's expense all necessary assistance to enable Stockton to obtain patent, registered design and similar rights throughout the world.

22.3. On or before delivery of the Goods (or on termination of the Contract for whatever cause if earlier) the Supplier shall provide to Stockton at no extra cost all necessary operating and maintenance manuals.

22.4. The Supplier accepts entire responsibility for the design of Goods (including any design work prepared before or after the date of the Purchase Order and whether carried out by or on behalf of Stockton or Supplier) and for any error, mistake, inaccuracy, or discrepancy contained in the same, provided that the Supplier shall not be liable for any design provided by Stockton if the Supplier objects to it prior to manufacturing the Goods.

23. HAZARDOUS GOODS

23.1. Hazardous Goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must also include a declaration of the hazard and name of the material in English. Hazardous Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK and international agreements relating to the packing, labelling and carriage of hazardous Goods.

23.2. All information held by, or reasonably available to, the Supplier regarding any potential hazards known or believed to exist in relation to the transport, handling or use of the Goods supplied shall be promptly communicated to Stockton.

23.3. The Supplier confirms that it understands its obligations under (EC) Regulation No: 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation and Authorization of Chemicals ("REACH Regulation").

23.4. The Supplier warrants that all the substances included in the Goods, Plant or Services to be supplied to Stockton pursuant to the Contract, and that may require registration and/or pre-registration under the REACH Regulation will be registered and/or pre-registered within the requisite timescales, either by itself, through its authorised representative or by its own supplier(s).

23.5. The Supplier shall keep Stockton and any of its customers buying or using the Goods, Plant or Services indemnified in full against all liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Stockton or any of its said customers, as a result of or in connection with a breach of the Supplier's warranty set out in condition 23.4 above.

24. TERMINATION

24.1. Without prejudice to any other rights or remedies of Stockton, Stockton may by notice in writing terminate the Contract forthwith if the Supplier:

24.1.1. shall go into liquidation whether voluntary or otherwise (except for the purposes of and followed by an amalgamation or reconstruction) or shall become bankrupt or shall cease to trade or threaten to cease to trade or shall have a receiver or administrative receiver of the whole or any part of its assets appointed or shall enter into any composition or arrangement with or for the benefit of its creditors or shall be the subject of an administration order, or

24.1.2. shall be in breach of any terms of the Contract. The Supplier shall indemnify Stockton for all losses suffered by it as a result of such termination.

24.2. Stockton shall have the right to terminate the contract by not less than two weeks' notice at any time without prejudice to Stockton's rights and remedies in respect of any antecedent breach of the Contract committed by the Supplier.

25. CONDITIONS OF CONTRACT

25.1. No terms and conditions submitted or referred to by the Supplier in any document or that the Supplier otherwise seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing shall form part of the Contract unless otherwise agreed to in writing by Stockton.

25.2. Stockton shall not be liable under the Contract unless:

25.2.1. Stockton issues an official Purchase Order; and

25.2.2. either the Supplier confirms in writing acceptance of it or takes any steps to comply with the Contract without indicating it does not accept the Purchase Order and these Conditions.

25.3. Stockton shall not be bound by any variation, waiver of or addition to the Contract except as agreed in writing and signed by a duly authorised representative.

25.4. If the performance of the Contract requires Stockton to have any permit or licence from any government or other authority, the Contract shall be conditional upon such permit or licence being available at the required time.

25.5. Nothing in these Conditions shall prejudice any conditions or warranties (express or implied) or right or remedy to which Stockton is entitled in relation to the Contract or the Goods or Services supplied by the Supplier to Stockton by virtue of statute or common law or the laws of the European Union. The rights and remedies conferred on Stockton by these Conditions are in addition to and in no way in substitution for any conditions, warranties or any other rights or remedies conferred on Stockton or implied by the law as aforesaid.

26. TUPE

26.1. These conditions envisage that subsequent to the effective date of the Contract, the identity of the Supplier of the Goods and/or Plant and/or the performer of the Services (or any part of the Services) may change (whether as a result of termination of the Contract, or part, or otherwise) resulting in a transfer of the supply of the Goods and/or Plant and/ or the performance of the Services in whole or in part ("**Transfer**"). If a Transfer is a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("**Employment Regulations**") the parties shall comply with all their respective obligations under the Employment Regulations. Without prejudice to the foregoing, the Supplier shall promptly furnish to Stockton on request all information relating to the Contract prior to and during the Transfer reasonably required by Stockton.

26.2. On termination or expiry of the Contract for any reason, the Supplier shall provide access, during normal working hours, to Stockton and/or the replacement service provider for up to twelve months after the expiry or termination of the Contract to:

26.2.1. such information relating to the Contract as remains in the possession or control of the Supplier; and

26.2.2. such members of the Supplier's personnel as have been involved in the design, development and provision of the Goods and/or Plant and/or Services and who are still employed by the Supplier, provided that Stockton and/ or the replacement service provider shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this condition 26.2, unless the Contract has been terminated by Stockton pursuant to condition 24.2 in which event such costs shall be for the sole account of the Supplier.

26.3. Stockton shall in no circumstances be liable to the Supplier or its personnel for redundancy payments or staff termination costs, arising from termination or expiry of the Contract, and the Suppler indemnifies and holds harmless Stockton against any claims, liabilities, losses or proceedings in respect of such payments or costs. The provisions of conditions 26.1, 26.2 and 26.3 shall survive termination or expiry of the Contract.

27. STATUTORY REQUIREMENTS AND STOCKTON POLICIES

27.1. The Supplier shall comply with the Statutory Requirements and the Stockton Policies in connection with the supply of the Goods and/or the performance of the Services.

28. INDEMNITY AND INSURANCE

28.1. The Supplier shall keep Stockton indemnified against:

28.1.1. any liability or claim in respect of loss or damage to any moveable or immovable property of any nature or type whatever of Stockton or any third party; and

28.1.2. any liability or claim in respect of the death or personal injury to any person whether in contract or tort or otherwise arising under common law, statute or otherwise caused by an act or omission on the part of the Supplier or any of its employees, sub-contractors, assignees or agents and the Supplier shall also indemnify Stockton in respect of any legal fees incurred by Stockton in connection therewith.

28.2. The Supplier shall fully indemnify Stockton against all loss, damages, costs or expense arising out of or connected with any breach of the Contract and the Supplier shall also indemnify Stockton in respect of any legal fees incurred in connection therewith.

28.3. The Supplier shall take out and/or maintain such types and levels of cover of insurance as Stockton may require including Public Liability Employer's Liability, Works and Product Liability insurance. If the Supplier fails to take out and/or maintain any such insurance policies Stockton may do so and recover the premiums paid from the Supplier as a debt. If so required, the Supplier shall promptly and accurately complete any insurance questionnaire supplied by Stockton and Stockton shall be entitled to withhold payment of the Price or part thereof until the questionnaire has been fully and accurately completed and returned to Stockton.

28.4. The Supplier shall be deemed to have knowledge of the terms and conditions of the Head Contract (except the detailed prices) and undertakes to observe, perform and comply with all the provisions of the Head Contract on the part of the Stockton so far as they relate and apply to the supply of Materials, Goods or Services by the Supplier and are not expressly varied hereunder and the Supplier acknowledges that any breach by him of this Contract may cause or contribute to Stockton breaching its obligations under the Head Contract and becoming liable in damages (including the Head Contract Liquidated Damages) under the Head Contract and all such damages and liquidated damages are hereby agreed to be included as being within the reasonable contemplation of the parties. The Supplier shall indemnify Stockton and shall hold Stockton harmless against all claims, proceedings, damages, costs and expenses suffered or incurred by it as a result of any breach of this Clause 28.4.

29. ASSIGNMENT OF WARRANTIES TO BUYER

29.1. The Supplier shall pass to Stockton the benefits of all and any warranties and/or guarantees received by the Supplier from its suppliers.

30. SET OFF

30.1. Any debt or claim on the part of Stockton or any of its subsidiary, associated or holding companies with or against the Supplier, whether arising out of or in connection with the Contract or otherwise howsoever, and whether liquidated or not, may be set off against any sums due to Supplier hereunder.

30.2. Stockton's right to set off any amounts or deducting sums for the Suppliers account shall not prevent Stockton from recovering any sums due from the Supplier by any other means as a debt.

31. LOCAL CONDITIONS

31.1. Unless otherwise agreed in writing, the Supplier shall be deemed to have full knowledge of any local conditions that may be relevant to the proper performance of its obligations hereunder including without prejudice to the generality of the foregoing all relevant means of access to the Site.

32. DISPUTE RESOLUTION

32.1. In the event of any dispute arising between the parties in connection with the Contract, the parties will in good faith seek to resolve that dispute through mediation under the auspices of the ADR Group. The Mediator shall be agreed upon within 21 days of one party requesting mediation, failing which either party may apply to the President of the Law Society to appoint a Mediator. Unless otherwise agreed each party shall share equally the costs of the Mediator, the ADR Group and the President of the Law Society and each party shall bear their own legal and other fees and expenses incurred in relation to the mediation. If the dispute is not resolved within 28 days of the Mediator's appointment, then either party may commence Court proceedings, but provided that nothing in this clause shall prevent either party seeking an injunction or other interim relief at

any time if it reasonably believes such action is necessary to prevent irreparable damage.

33. THIRD PARTY RIGHTS

33.1. A natural or legal person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract. This clause does not alter any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

34. LAW, JURISDICTION AND CONSTRUCTION OF CONTRACT

34.1. The construction, validity and performance of the Contract shall be governed by the law of England and the parties submit to the exclusive jurisdiction of the English Courts.

34.2. References to any statute or statutory provision shall be construed as a reference to that statute or provision as from time to time amended, consolidated, extended, re-enacted or replaced.

35. NOTICES

35.1. Any notice to be given to a party under the Contract shall be given in writing in the English language and delivered by hand or sent by first class prepaid post or by facsimile to the other party.

35.2. Any notice to be given to Stockton shall be addressed to the Managing Directors and sent to its registered office or such other address as Stockton may have notified to the Supplier as its proper address for service.

35.3. Any notice to be given to the Supplier shall be sent to its registered office or the address of the Supplier stated on the last Purchase order, or the last known address or facsimile number notified in writing to Stockton by the Supplier as being its proper address or facsimile number for service.

35.4. Notices given in accordance with this Clause 35 shall be deemed to have been received:

35.4.1. 48 hours after posting (exclusive of the day of posting) if sent by first class prepaid post;

35.4.2. on the day of delivery if delivered by hand; or

35.4.3. at the time of transmission if sent by facsimile provided that a confirming copy is sent by first class prepaid post to the other party within 24 hours after transmission.

35.5. Notices only sent by electronic mail (email) will not be deemed as served.

36. WAIVER

36.1. No delay or omission by Stockton in exercising any of its rights or remedies under the Contract or under any applicable law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.

37. SEVERANCE

37.1. In the event that any provision of the Contract shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted, and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the original intent of the Contract so far as possible.

38. CONFIDENTIALITY

38.1. The Supplier shall treat as confidential and shall not disclose to any third party without the prior written consent of Stockton the existence of and/or the terms of the Contract and any information obtained from Stockton or otherwise obtained in connection with the Contract ("Confidential Information").

38.2. The Supplier shall not use the Confidential Information for any purpose other than performance of its obligations under the Contract.

38.3. Clauses 38.1 and 38.2 shall not apply to any information to the extent that it:

38.3.1. is or shall become part of the public domain otherwise than in consequence of any breach of the obligations in this clause

or any other duty or obligation of confidence; or

38.3.2. is already in the Supplier's possession and not under any obligation or duty of confidence.

38.4. The obligations of confidence contained in this clause shall continue after expiry or earlier termination of the Contract.

39. NO PARTNERSHIP

39.1. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

40. ANTI-BRIBERY

40.1. The Supplier undertakes that it:

40.1.1. has not committed an offence under Sections 1, 2, 6 or 7 of the Bribery Act 2010 (a "Bribery Offence)

40.1.2. has not been formally notified that it is it subject to an investigation relating the alleged Bribery Offences or prosecution under the Bribery Act 2010;

40.1.3. is not aware of any circumstances that could give rise to an investigation relating to alleged Bribery Offence or prosecution under the Bribery Act 2010; and

40.1.4. will cooperate to the fullest extent with Stockton and/or any authorities in any investigation into suspected or alleged Bribery Offences and assist Stockton in complying with and requests from relevant authorities.

40.2. The Supplier agrees that it:

40.2.1. has in place, and shall maintain until termination of the Contract, adequate documented procedures designed to prevent persons associated with the Supplier (including an employee, sub- contractor or agent or other third party working on behalf of the Supplier or any Group Company) (an "Associated Person") from committing a Bribery Offence (including the provision of anti-bribery and anti-corruption training);

40.2.2. shall comply with the Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence;

40.2.3. shall not do or permit anything to be done which would cause Stockton or any of Stockton's employees, sub-contractors or agent to commit Bribery Offence or incur any liability in relation to the Bribery Act;

40.2.4. shall notify Stockton immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Supplier's obligations under this Condition 40. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations; and

40.2.5. allow for and contribute to audits, including inspections, conducted by Stockton or another auditor mandated by Stockton.

40.3. The Supplier acknowledges and agrees that any breach of the provisions of this Condition 15 shall be a material breach of the Contract which is incapable of remedy and without prejudice to Stockton's right to immediately terminate the Contract in accordance with Condition 18.3(a) and any other right or remedy Stockton may have, Stockton may immediately cease all payments to the Supplier.

40.4. The Supplier agrees to comply with the anti-bribery policy in the Supplier Code of Conduct (as notified by Stockton to Supplier from time to time in writing).

41. MODERN SLAVERY

41.1. The Supplier warrants and undertakes:

41.1.1. that neither it nor any of its Associated Persons:

41.1.2. has committed an offence under the Modern Slavery Act 2015

41.1.3. has been notified that it is subject to prosecution under or an investigation relating to an alleged offence under the

Madern Slavery Act 2015; or

41.1.4. is aware of any circumstances within any part of its own business or supply chains which could give rise to prosecution under or an investigation relating to the alleged commission of an offence under the Madern Slavery Act 2015; and

41.1.5. it has appropriate control in place to ensure that no offences under the Modern Slavery Act 2015 (or equivalent behaviours) are taking place in any of its supply chains or in any part of its own business and that it shall notify Stockton immediately in writing (with full details) if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Supplier's obligations under this Condition 41; and

41.1.6. to comply with Stockton's Supplier Code of Conduct (as amended from time to time) and any other reasonable requirements of Stockton including in relation to Modern Slavery.

42. OUR RIGHT TO VARY THESE GENERAL CONDITIONS

42.1. Stockton may revise these general conditions from time to time.

42.2. Each time Stockton may order Goods and/or Plant and/or Services from the Supplier, the version of these general conditions in force at that time will apply to the Contract between Stockton and the Supplier.