



BILFINGER

Bilfinger UK Terms and Conditions of Purchase

Manual

Supply Chain & Procurement

Reference number: BMS-SCP-MAN-001, Version 3

Application of this document from: 10/04/2024

Objective

Standard terms and conditions for SAP purchase orders

Applicable Business Name(s) / Location

This document is primarily relevant for the following Bilfinger businesses:

Bilfinger UK Limited

Changes Since The Last Version (in case of an update)

Update to incorrect links within the Manual

Document Owner

Buyer/Expeditor, Procurement

Document Approver

Procurement Manager

Directly Linked Documents

N/A

Other Applicable Internal References

N/A

Applicable External References

Arbitration Act 1979
Export Administration Regulation
ISO9000 Quality assurance system equivalent
Suppliers and Subcontractors Bribery Act 2010
The Principal VAT Directive 2006/112/EC

1. Notes and Definitions

Any references to "Bilfinger"	Bilfinger UK Ltd and any affiliates as the context requires
The Purchaser	Shall mean Bilfinger UK Ltd
The Vendor	Shall mean the person, firm or Company with whom the order is placed
The Client	Means the person, firm or company who has appointed the Purchaser to carry out the works
The Principle Contract	Means the contract between the Purchaser and the Client
The Goods	Shall mean any item of whatsoever nature or service, including but not limited to design, raw materials, finished or semi-finished materials or articles, parts, spares, commodities, etc. and whether one or a number of items, whether or not identical or similar including any such materials, articles and commodities supplied in connection with the services as described in the order or as otherwise agreed to be supplied by the Vendor
The Order	Shall mean the order or subsequent amendment to order, placed by the Purchaser for the supply of the goods
The Price	Shall mean the price agreed for the Goods and/or Services as specified in the Order and includes carriage, packaging and insurance
The Purchaser's Policies	Shall mean the Purchaser's Commercially Off the Shelf (COTS) policy, which can be viewed via the following link https://www.bilfinger.com/en/uk/about-us/become-a-supplier/ and the Purchaser's Counterfeit, Fraudulent and Suspect Items (CFSI) policy which can be viewed via the following link https://www.bilfinger.com/en/uk/about-us/become-a-supplier/ for Nuclear only
The Services	Shall mean work and/or services or any of them to be performed by the Vendor for the Purchaser as specified in the Order
The Specification	Shall mean the technical description (if any), drawing, sample or packaging of the goods contained or referred to in the order
HSEQ	Health, Safety, Environment and Quality

2. General

- a. No responsibility will be accepted by the Purchaser for any order or amendment unless issued on the official order form of the Purchaser duly signed on behalf of the Purchaser.
- b. Nothing herein shall deprive the Purchaser from its rights under common Law or Statute Law
- c. The Vendor warrants that the transaction and the Goods comply in all respects with Government Legislation, Regulations, Codes, and Orders applicable to the country of destination.
- d. Where Services or Goods are stated to be delivered to any addresses in Aberdeen, Aberdeenshire, Great Yarmouth, Norwich or Denmark or such other addresses as may be advised in writing by Bilfinger to the Vendor then the additional terms in Appendix 1 shall apply and shall be fully incorporated into these conditions. Where Appendix 1 so applies, in the event of any conflict between the terms in Appendix 1 and those in the remainder of these terms and conditions, the terms of Appendix 1 shall prevail.

3. Variations of Goods and Services

The Purchaser reserves the right by notice in writing to modify the scope of supply of Goods and/or Services and any alteration in the agreed price caused by such modification shall be agreed in writing between the Purchaser and Vendor. The Vendor must notify the Purchaser within 5 working days of the effect to price and delivery.

4. Variations of Terms and Conditions

Neither the Purchaser nor the Vendor shall be bound by any variation, waiver of or addition to these conditions including without limitation any standard terms of sale of the Vendor, except as agreed by both parties in writing and signed on their behalf by the duly authorised representative, and shall supersede any previous agreements including without limitation any quotation or acceptance forms in respect of the same.

5. Quality, Remedies, Liens

- a. Subject to these conditions, the Goods and Services to be provided shall:
 1. Conform as to quantity, quality and description and any specification or standards stated or referred to in the Order;
 2. Be of first class materials and workmanship throughout and be executed with reasonable care and skill by properly qualified and experienced persons;
 3. Be equal in all respect to any samples, patterns, demonstration or specification provided or given by either party;
 4. Be capable of any standard or performance specified in the Order;
 5. If the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that purpose;
 6. Comply with any statutory rule, regulation or code that may be in force relating to the manufacture and/or supply of the Goods and/or the Services; and
 7. Be in accordance with a quality assurance system equivalent or similar to ISO9000.
 8. Be unencumbered in title and free and clear of any liens.
- b. Unless specified otherwise in the Order and without prejudice to the Vendors obligations in law, the Vendor shall replace or repair free of charge any Goods and/or Services which are or become defective within a period of 12 months from putting in to service or 24 months from delivery whichever is the sooner. Where such defects or failures are as a result of faulty design, erroneous instructions or data as to use, inadequate or faulty materials or workmanship or any other breach of the Vendors warranties whether expressed or implied. Such replacements or repairs shall be subject to the obligations above for a period of 12 months after replacement or repair.
 1. If any defect which the Vendor is obliged to remedy under this Clause is not remedied within an agreed time, the Purchaser may elect to remedy such defect and the Vendor shall indemnify the Purchaser against all reasonable resultant costs.
 2. The Vendor will keep the Purchaser indemnified in respect of all loss, damage, injury, costs and expenses which result, directly or indirectly, from defective Goods, or Services supplied or provided by the Vendor or any breach of clause 5.1 and / or clause 7 by the Vendor.
- c. The Vendor shall be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by it, whether such information has been approved by the Purchaser or not, provided that such errors or omissions are not due to inaccurate information provided in writing by the Purchaser.

6. Copies of Sub-Orders

The Vendor shall provide the Purchaser, immediately they are placed, with two copies of all sub-orders placed specifically in connection with the Order unless expressly waived by the Purchaser for specific sub-orders.

7. Inspection and Testing

- a. The Purchaser's representative and any representative of its customer may progress, inspect or test the Goods or Services at any reasonable time at the Vendor's works or at the works of any of the Vendor's subcontractors or assignees. For this purpose, the Vendor will arrange for access to the Vendor's works or any such other works when requested by the Purchaser. The Vendor shall ensure, when placing orders, that it facilitates the Purchaser's rights under this Clause.
- b. If specified by the Purchaser, the Vendor will give adequate notice of any tests at the Vendor's works which the Purchaser is entitled to attend and will provide, by arrangement, the Purchaser with such test certificates as the Purchaser or its customer may reasonably require. Any inspection, checking, approval does not relieve the Vendor of any liability under the Order nor does it imply acceptance of the Goods or Services.
- c. The Purchaser reserves the right, at its option, either to reject any Goods or Services in whole or in part (whether or not the same have been delivered to and accepted by the Purchaser) or to cancel the Order or any part of the Order or to delay acceptance of the whole or any part of it without any further payment or charge for storage or delay in any of the following circumstances:

1. Failure by the Vendor to comply strictly with the description, specification and drawings relating to Goods to be supplied or Services to be carried out and/or failure to comply with any British or other standard specification where applicable;
2. If the Goods or Services are below the specified standard or fail to pass any inspection or test in accordance with the Order; or
3. If the Vendor otherwise fails to comply with any of its obligations under the Order.

8. Performance Delay

- a. Unless otherwise agreed in writing, any time or period given for delivery, despatch, performance or completion shall be of the essence. The Vendor shall notify the Purchaser of any potential delay in delivery, despatch, completion or performance as soon as it becomes aware of such circumstances.
- b. The Purchaser reserves the right to reject the Goods or Services not delivered or performed on time and/or to cancel the whole or any part of the Order of which such Goods or Services form part and/or to return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use. Such rights of rejection, cancellation or return shall be available to the Purchaser irrespective of the cause of delay without prejudice to the Purchaser's right to damages and any other remedies against the Vendor for breach of contract and without any liability of whatever nature on the Purchaser.
- c. No concession with respect to delays in delivery, despatch, completion or performance shall be construed as a waiver of any of the Purchaser's rights and remedies unless such waiver is specifically agreed in writing and signed by a duly authorised representative of the Purchaser.
- d. In addition to the rights above, the Vendor is liable to pay liquidated damages for delay if he fails to deliver, despatch, complete or perform within the time or period given, provided that liquidated damages have been stipulated in the respective Order.

9. Delivery and Packing

- a. Deliveries made in advance of the Purchaser's requirements may be returned to the Vendor at the Vendor's expense or accepted at the Purchaser's option. If the Purchaser accepts them, the Purchaser shall be entitled to defer payment to align with the payment terms and delivery date stated in the Order.
- b. Phased delivery Orders only. An Order shall indicate the Purchaser's estimated requirements for delivery of the Goods or completion of Services. The Purchaser will not accept delivery of Goods or performance of Services or be in any way liable to pay for any Goods or Services which are not in accordance with an Order unless the Purchaser has given the Vendor written release or performance instructions which are directly attributable to that Order.
- c. No responsibility is accepted for Goods delivered or Services performed in excess of the Order. The Purchaser shall take reasonable steps to notify the Vendor of such excess whereby the Vendor shall remove such excess quantities at its own expense.
- d. All Goods must be adequately protected against extremes of temperature, damage and deterioration in transit and/or storage and delivered carriage paid in accordance with the Purchaser's instructions (if given) and the packages of Goods must bear the description and the quantity of the contents and the Purchaser's Order number.
- e. Deliveries shall be made to the address stated in the Order and shall be off-loaded and placed as notified by the Purchaser at the time of delivery. If Goods are incorrectly delivered the Vendor shall be responsible for any additional expense incurred in delivering them to the correct destination.
- f. The Vendor shall submit with the Goods full instructions for use and clear warning in respect to anything which may reasonably be done or omitted to be done in relation to the Goods and which could render them unsafe.

- g. The Purchaser accepts no liability for any materials used for packing or cases unless previously agreed. The Purchaser will not accept any responsibility for returning any packing nor will the Purchaser accept any cost or incur any loss for that packing being collected. Where the Vendor provides packing or containers of any form that is returnable the Vendor shall collect such packing or containers within 10 days of being notified by the Purchaser that such packing or containers are available for collection. If the Vendor fails to collect the Purchaser shall be entitled to dispose of such packaging and charge the disposal cost to the Vendor.
- h. The Purchaser will not be responsible for any failure to give notice to carriers of loss, damage, delay, or non-delivery.
- i. The Vendor agrees on request to supply the Purchaser with any necessary declarations and documents stating the origin of the Goods.

10. Price and Payment

- a. Unless the Order expressly accepts or stipulates any provision for Price variation and the basis of such variation, the Price or rate for the Goods and any Services is fixed and not subject to variation unless the Purchaser expressly agrees in writing signed by a duly authorised representative of the Purchaser. Invoices in excess of the order value may be rejected
- b. Failure by the Vendor to attend to any of the following details may mean delay in payment.
 - 1. Failure by the Vendor to send all the relevant documentation, a separate advice note with the Goods, drawings, test certificates or any other documentation reasonably required for the Goods supplied or Services performed.
 - 2. Failure by the Vendor to mark clearly the Order number and Purchaser's job number (when requested) on the consignment package, packing notes, invoices, monthly statements and all other correspondence relating to them.

c. Invoicing Procedures

Based on agreement with the Company, the Vendor shall comply with following below titled:

1. **INVOICE PAYMENT TERMS**
2. **PAYMENT STATUS TRACKING**
3. **ELECTRONIC SUBMISSION BY EMAIL**
4. **PAPER INVOICES**

The Company may, at any time by notice to Vendor, offer additional methods for invoicing or discontinue any of the methods shown. The Vendor shall maintain such option until a formal change is notified and accepted by the Company.

1. Invoice Payment Terms

The Company's payment terms are **60 days after the date of receipt of a correct and complete invoice**, unless a shorter period is specified in an Agreement or a purchase order. Complete invoices must meet all requirements noted below. If an invoice is incomplete, the Company may return the invoice wholly or partially unpaid and the Vendor undertakes to correct the issuance date on the corrected invoice. For the avoidance of doubt, the resubmission of an invoice will be subject to 60 day payment terms as described above, payment will not be related to the submission of the initial incorrect invoice.

2. Payment status tracking

To ask a question about a payment or to check the status of a payment, email the following address ap.uk@bilfinger.com.

3. Electronic Submission by Email

Vendors will submit PDF readable invoices to ap.uk@bilfinger.com within 28 days from the delivery date. The Vendor agrees to and shall follow the following steps below in preparing and sending an electronic invoice to the Company:

- a. The Company shall provide the Vendor a unique SAP purchase order number with each order placed. The Vendor shall deliver the goods or services stated on the purchase order using a goods receipt note. Vendor shall then invoice the Company, by email (see 3. Electronic submission by email), quoting the purchase order number, after the Purchaser receives the goods or services specified in the order, and only after all appropriate documentation, including bills of lading, timesheets and other documents have been approved by the Company.
- b. The invoice issued by the Vendor to the Company must include the SAP purchase order number that corresponds to the goods and services stated on the official purchase order. Invoices submitted by the Vendor without an official SAP Purchase Order, will be rejected, and returned to the Vendor.
- c. The electronic invoice must name the Company as the "billed to" (or equivalent) and contain accurate billing information of the Company and Vendor.
- d. The electronic invoice must be submitted without delay using the "Bill to" entity specified in the order.
- e. One pdf invoice per email, including any backing documents. Multiple invoices are not to be submitted attached to one email.

The invoice shall meet and comply with legal invoicing requirements according to the EU legislation or to the legislation of the Vendor's country of establishment.

4. Paper Invoices

The Company will not accept paper invoices unless explicitly agreed before any order has been placed with a Vendor. Any agreed paper invoice shall meet and comply with legal invoicing requirements according to the local legislation of the Vendor's establishment and shall be compliant with The Principal VAT Directive 2006/112/EC', if applicable.

The Company may automatically reject any invoice from the Vendor if any of the foregoing data is missing or if the invoice is incorrect.

Except as modified by the terms and conditions of this Amendment, all other terms and conditions including the Amendments shall remain in full force and effect

11. Title and Risk

- a. Title to the Goods shall pass to the Purchaser on delivery to the place specified in the Order or as otherwise agreed without prejudice to any right of rejection or other right which may accrue or have accrued to the Purchaser under these conditions or otherwise.
- b. Goods shall be at the risk of the Vendor until title to the Goods passes to the Purchaser even where the delivery has been delayed or postponed by the Purchaser or at the Purchaser's request.
- c. All Goods rejected or returned for any reason shall be at the risk of the Vendor during transit back to the Vendor.

12. Force Majeure

If either party shall be delayed in fulfilling its obligations under the Order by reason of circumstances beyond its control, it shall notify the other party of those circumstances with any supporting documentation reasonably required by the other party, the performance of the obligations shall be suspended for such time as the circumstances aforesaid last and the party affected shall not be liable for any delay occasioned thereby. Provided that if such delay shall extend for an unreasonable time the party not affected by the circumstances may, by notice in writing, terminate the Order and no liability shall by reason of such termination attach to either party. Costs arising from Force Majeure circumstances shall be borne by the party incurring such costs.

13. Indemnities and Limit of Liability

- a. The Vendor hereby irrevocably and unconditionally indemnifies and holds the Client and the Purchaser harmless in respect of any claim, demand, proceedings, action, cost, charge, expense, injury, loss or damages, including for injury to or death of any persons, of whatsoever nature and howsoever arising occasioned to the Purchaser, its employees, Purchaser Persons or any third party for whom it is responsible, including any of the aforementioned person's property, arising out of, or in connection with or consequent upon any of such person's presence at any Client premises as a result of this Contract or any activity thereunder except in the event of negligence by the Purchaser.
- b. The Vendor agrees that to the fullest extent permitted by Law, the total liability of the Vendor, its directors and shareholders for any and all claims, losses, costs, damages of any nature whatsoever or from any cause or causes whatsoever, other than for payment in respect of a Purchase Order, which it might owe to the Purchaser arising under, out of or in connection with this Contract, shall in no circumstances exceed £1M (One Million Pounds)
- c. Subject to clause 13.b, 13.d and the following shall not exclude or limit the Vendors liability for (i) personal injury or death caused by the Vendors negligence; or (ii) fraud or fraudulent misrepresentation; or (iii) or to the extent otherwise not permitted by law, the Vendors overall total aggregate liability for all other matters arising under this Contract shall be limited to 100% of the total value of the Purchase Order.
- d. Where no liquidated damages are stated in the Purchase Order it is deemed that they shall apply at a rate of £1 per day of delay. In any event, the Vendors liability for liquidated damages shall not exceed 10% of the value of the relevant Purchase Order.
- e. The Purchasers overall total aggregate liability for all matter arising under the Contract shall be limited to 100% of the total value of the Purchase Order.

14. Purchasers Property

- a. All designs, tools, patterns, drawings, dies, materials, specifications and other items supplied by the Purchaser shall remain the Purchaser's property. The Purchaser's property shall be maintained by the Vendor in good condition, shall be kept confidential and not be used for any purpose other than carrying out this Order or any subsequent Order placed by the Purchaser and shall be returned or delivered to the Purchaser carriage paid on request. The Vendor will be responsible for making good any loss of or damage to such items howsoever arising excepting fair wear and tear in respect of tools, patterns and dies.
- b. The Vendor will keep the Purchaser full indemnified (except in respect of designs provided by the Purchaser) against all claims of whatsoever nature (including those for royalties, damage or other losses) arising from infringement of patents, registered designs, unregistered designs, design rights, copyrights, trademarks or any other intellectual property rights in relation to the Order and in relation to the use of articles or processes pursuant to the Order.
- c. The Order and its subject matter shall be treated as confidential between the Vendor and the Purchaser and shall not be disclosed by the Vendor (or any permitted subcontractor or assignee) to any third party or used by the Vendor (or any permitted subcontractor or assignee) for advertisement, display or publication without the Purchaser's prior consent in writing.
- d. The Vendor agrees neither to quote nor to supply parts made with the Purchaser's designs, tools, patterns, drawings, dies or specifications to any third party without the Purchaser's prior consent in writing.
- e. The Vendor agrees that all rights (including ownership and copyright) in any reports, tracings, designs, drawings, field notes, requisitions, specifications, computer programs (data files and other software in whatever form), and other documents or records developed by Vendor for use, or intended use in connection with the Order and all inventions, improvements, developments, creations, patents, models, designs, discoveries or other forms of intellectual property made under the Order shall be the sole property of the Purchaser.
- f. The provisions of this clause 14 shall apply during the continuance of this Contract and after its termination howsoever arising.

15. Insurances

The Vendor will at all times insure and keep itself insured with a reputable insurance company against all insurable liabilities under the Order and in respect of the Goods or Services or any matter which is subject to indemnities under these terms and conditions and shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of premiums, including the latest premium due thereunder. The Vendor will provide all facilities, assistance and advice required by the Purchaser or the Purchaser's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Vendor's performance of the Order. Any maximum or limitation of coverage of the insurance of the Vendor shall not be construed or interpreted as a limitation of liability or limitation of indemnification of the liability of the Vendor towards the Purchaser.

16. Indemnification

Where the Works includes an element of design the Vendor shall indemnify the Purchaser against any liability, claim, loss, damage, cost or expense incurred by the Purchaser or arising otherwise in connection with any act, omission or neglect on the part of the Vendor, its agents or servants in or in connection with the execution of the Works.

The Vendor will keep the Purchaser indemnified against any claim in respect of loss or damage to any movable or immovable property of any nature or type whatever of the Purchaser or any third party and against any claim in respect of the death of or personal injury to any person whether in contract or tort or otherwise arising under common law, statute or otherwise as a result of breach of any statutory or common law duty or of any act or omission on the part of the Vendor or any of its employees, subcontractors, assignees or agents or as a result of the performance or non-performance of the Order or otherwise however arising wherever such loss, damage, death or personal injury occurs (including, but not limited to the Purchaser's premises).

17. Assignment and Subcontracting

- a. The Vendor shall not without the consent in writing of the Purchaser assign or transfer the Order of any part of it to any other person.
- b. The Vendor shall not without the consent in writing of the Purchaser subcontract the Order any part of it other than for materials, minor details or for any part of the Goods of which the makers are named in the Order or the specification. Any such consent shall not relieve the Vendor of any of its obligations under the Order.

18. Publicity

The Vendor must not, without the Purchaser's written consent, advertise or publicly announce or in any way publicly indicate that the Vendor supplies or has supplied Goods or Services to the Purchaser.

19. Health and Safety

The Vendor warrants that the Goods to be supplied in accordance with the Order will be safe, in accordance with the current HSE standards, industry standards, legislation and requirements of the Purchaser and without risk to health when properly used and the Vendor will provide all necessary information in connection with the design, testing and use of them (whether or not such information has been requested by the Purchaser).

20. Licenses

If the performance of the Order requires the Purchaser to have any permit or licence from any government or other authority at home or overseas, the Order shall be conditional upon such permit or licence being available at the required time.

21. Insolvency, Bankruptcy etc.

If the Vendor, being an individual, becomes bankrupt or insolvent or has a receiving order made against him or compounds with his creditors or, being a company, is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administrator, the Purchaser shall be at liberty (but not bound) at any time after that:

- a. to cancel all or any part of the Order immediately by notice and to collect immediately all material, goods, tools or articles of any description sent to the Vendor for any purpose and at the Purchaser's option but at the cost of the Vendor retain any Goods in respect of a cancelled Order, or

- b. to give the Vendor or the receiver, liquidator or other person the option of carrying on with the Order subject to his providing a guarantee up to an amount to be agreed for the due and faithful execution of the Order.

22. Termination

Without prejudice to any other rights or remedies which the Purchaser may have the Purchaser may terminate the Order if:

- a. The Vendor shall be in breach of any of these Conditions, and such breach shall continue for seven days after the Purchaser shall have given written notice thereof. Any breach in terms of HSEQ provisions and any breach of Code of Conduct rules shall entitle Purchaser to terminate the Goods or Services immediately.
- b. If the employment of the Purchaser is terminated for any reason under a Principle Contract then the employment or works of the Vendor under the Order shall thereupon also be terminated.
- c. Upon such termination under clause 21.a and clause 22 herein or if the reason for termination of the Purchaser's employment under clause 21.b was due to any default of the Vendor then subject to clause 21.b the Purchaser shall have the right to suspend further payment to the Vendor forthwith and the Vendor will become liable to the Purchaser for any costs, loss or damage suffered by the Purchaser arising out of or in connection with such termination.
- d. Upon such termination under Clause 21.a and Clause 22 herein and if so required by the Purchaser the Vendor shall assign to the Purchaser the benefit of any rights and order placed and shall deliver or otherwise make available to the Purchaser all drawings, design, calculation, materials and work carried out in connection with the Sub-Contract Works to be used by the Purchaser for the sole purpose of completing the Sub-Contract Works
- e. The contract can be terminated by agreement with 3 months' notice at any point during the term stated for this agreement.

23. Notices

- a. Any notice or other document to be served under this agreement must be in writing and delivered or sent by prepaid first class letter post or facsimile transmission to the registered office of the recipient.
- b. Any notice or document shall be deemed served if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmissions, at the time of transmission.

24. Arbitration

If at any time, a question, dispute or difference whatsoever shall arise between the Purchaser and the Vendor upon or in relation to or in connection with the contract either party may give to the other notice in writing of the existence of such question, dispute or difference and at the request of either party the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within 14 days of receipt of such notice to be appointed by the President for the time being of the Institute of Electrical Engineers /Mechanical Engineers/Civil Engineers as appropriate to the nature of the order. In either case the award of the Arbitrator shall be binding on the parties. Arbitration proceedings shall be carried out in accordance with and subject to the Arbitration Act 1979 or any statutory modification or re-enactment thereof.

25. Invalidity

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

26. Code of Conduct

The Vendor shall abide by the Bilfinger Code of Conduct, a copy of which can be found on the Bilfinger UK website <https://www.bilfinger.com/en/uk/about-us/become-a-supplier/>. A copy of the Bilfinger Code of Conduct forms part of the Vendor Prequalification pack and is also available on request.

27. Governing Law

These conditions and any Order shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right or remedy to which the Purchaser is entitled in relation to the Order by virtue of statute or common law. The rights and remedies conferred on the Purchaser by these conditions are in addition to and in no way in substitution for any conditions, warranties or other rights or remedies conferred on the Purchaser or implied by law.

28. Bribery Act 2010

All Vendors and Subcontractors engaged by Bilfinger must adhere to the Bribery Act 2010 and will be asked to sign a disclosure to attest their compliance.

29. Right to Offset

The Purchaser shall be entitled to set off from any payment due to the Vendor any claims which Bilfinger SE, the Purchaser or any company directly or indirectly controlled by Bilfinger SE might have against the Vendor.

30. Business Conduct

The following clauses describe the minimum standards that will need to be met by the Vendor to comply with the Purchaser's business conduct standards. Clauses shown in 30 Business Conduct shall take precedent over other clauses in this Agreement.

- a. Compliance Obligation
The Vendor shall comply with all applicable laws and regulations including but not limited to anti-corruption, anti-money laundering, anti-terrorism, export control, economic sanction and anti-boycott laws, regulations and administrative requirements applicable to the Vendor's goods or its services.
- b. Anti-Corruption Obligation
The Vendor hereby represents and warrants that neither payments nor any other advantages or favours have been or shall be, directly or indirectly, offered, promised, or provided to: (i) a private party, which as a result could lead to an improper advantage in relation to the business of the Purchaser; or (ii) a public official, member of the judicial system or any other government-related or state-owned entity or person ("Public Official") for himself or herself or another person or entity, in order to influence official action, or any Public Official.
- c. Termination Right
The Vendor acknowledges and agrees that any breach of the Business Conduct Clauses set out in these terms and conditions of this Agreement will be deemed a material breach of contract entitling the Purchaser to terminate the Agreement at any time and with immediate effect, without any obligation to pay any outstanding fees or make any other payment. The Purchaser shall not be obliged to compensate any loss suffered by the vendor as the result of a termination under this Clause (Termination Right).
- d. Books and Records
The Vendor shall keep full records in relation to the performance of this Agreement. The content of these records shall include, but not be limited to full and accurate description of performance of the Vendor and its Subcontractors (e.g. details of service providers, timesheets, and relevant correspondence or summaries thereof), all expenditures, all payments made and any other documents created or received in connection with this Agreement with the Purchaser.

31. Import/Export Requirements

The Vendor is obliged and undertakes to comply with any UK, German, EU and US laws and provisions applicable to the import, export or re-export of the goods being subject of this contract. The Vendor is not entitled to supply or incorporate in its supply any US goods which are subject to US EAR (Export Administration Regulation) or to involve US persons, unless the Purchaser has given its express prior consent. The Vendor shall inform the Purchaser of all information necessary for the export of the goods and provide the Purchaser without delay, but no later than two weeks after the binding order, the relevant data by means of the form "Export Restriction Statement" (see attachment) for all goods supplied under this contract and agrees to keep the Purchaser informed at any time of any changes by written notice. Within said period of time, the Vendor shall provide to the Purchaser in writing the suppliers-declaration of preferential origin (for EU suppliers) and certificates of preference (for non-EU suppliers). The Vendor shall indemnify

and hold harmless the Purchaser from all loss, damage and third party claims resulting from a breach of any of the aforementioned obligations, unless such breach is not attributable to the Vendor.

32. Purchaser's Policies

The Vendor is obliged and undertakes to comply with the Purchaser's Policies as may be revised or amended from time to time.

33. Sanctions & Embargoes Export Control and Origin of Goods

1. Purchaser shall be released from all obligations arising from or in connection with the contract (including compensation for damages) if impediments exist due to national or international regulations of foreign trade law or an embargo and/or other sanctions which prevent the Purchaser from fulfilling the contract.
2. The Vendor is obliged to comply with any German and EU regulations as well as regulations of the USA, the United Kingdom and China applicable to the import, export or re-export of the goods (i.e. commodities, software, technology) being subject of the contract. In particular, the Vendor shall not supply the Purchaser with any goods that are subject to an import ban into the UK and \ or European Union.
3. The Vendor shall provide the Purchaser free of charge with all relevant data for all goods supplied under this order by means of the form "Declaration on Export Restrictions, Customs Tariff Number, Origin of the Goods and Preferences" or by means of other trading documents in a suitable manner immediately after receipt of the binding order. The Vendor agrees to keep the Purchaser informed at any time of any changes that may occur by written notice.
4. The Vendor shall provide the Purchaser upon request and free of charge with all documents and evidences required for importing the goods into the European Union and \ or UK.
5. The Vendor shall provide the Purchaser free of charge with a legally compliant supplier's declaration for goods with preferential originating status in accordance with EU Regulation 2447/2015 Annex 22- 15. Other non-preferential proofs of origin must be agreed with the Purchaser prior to issue.
6. The Vendor shall hold the Purchaser free and harmless from all damages, financial losses and claims by third parties which Bilfinger may incur as a result of the Vendor having breached any of the above obligations, unless such breach of obligation is not attributable to the Vendor

APPENDIX 1

THE CONDITIONS

PART 1: Conditions applicable to a goods only Purchase Order

Where the Purchase Order relates the purchase of goods only from Vendor, the LOGIC, Edition 2 dated December 2005, Purchase Order Terms and Conditions (Short Form)^[1] shall be the applicable Conditions subject to the following amendments:

For clarity, reference to CONTRACTOR herein shall mean the Vendor to whom the PURCHASE ORDER is addressed and reference to COMPANY shall mean Bilfinger.

Section A1. Definitions

“PURCHASE ORDER” shall mean the purchase order to which these terms and conditions are appended and shall incorporate these Purchase Order Terms and Conditions.

Section B7. Packing

The CONTRACTOR will ensure that the GOODS are properly packed, secured and labelled in accordance with accepted good industry practice and to meet the COMPANY requirement as specified in the PURCHASE ORDER.

B7 (i) Customs Invoice / Delivery Note

Customs invoice and delivery note shall be issued in English and one copy shall be placed in a plastic pocket on the outside of the packing and the other inside with the goods.

Section B13. Warranty.

The CONTRACTOR guarantees the proper construction and good quality of workmanship and materials of the finished goods supplied, and that what is delivered is fit for purpose.

The guarantee period is 36 months. The guarantee period becomes effective on the date when the goods are delivered to the COMPANY by the CONTRACTOR. It is the duty of the CONTRACTOR to immediately, and at no extra cost to the COMPANY, remedy any defect and/or correct any deficiencies including exchanging any part or parts of the goods, that do not fulfil the requirements of the specification given in the order, or meet the fitness for purpose.

For goods, completely or partly replaced or corrected, the aforementioned conditions shall apply in respect of all relevant parts of the goods for a 36 months period effective from completion of the repair work.

Section B14. Code of Conduct for Subcontractors and Suppliers

All products supplied by CONTRACTOR and agreements between COMPANY or its subsidiary companies and the CONTRACTOR will be in compliance with the Bilfinger Code of Conduct (CODE OF CONDUCT).

Section C5. Price Payment

Payments shall be made by bank transfer within 21 days of delivery or partial delivery or 21 days of receipt of the invoice or partial invoice, whichever is later, with a 3% discount, within 30 days of delivery or partial delivery or 30 days of receipt of the invoice or partial invoice, whichever is later, with a 2% discount, or within 60 days of receipt of goods or valid invoice, whichever is later without discount. All CONTRACTORS invoices **must** be submitted to the COMPANY **within 90 days** of supply of GOODS and / or SERVICES unless otherwise agreed in writing by both parties. Failure to do this will result in non-payment of invoices.

Section D1. Indemnity Arrangements

The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY GROUP from and against all claims, losses, damage, costs (including legal costs) expenses and liabilities whatsoever arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER.

Section D8. Dispute Resolution

If either party is dissatisfied with the performance of the other in relation to the GOODS or this PURCHASE ORDER, the parties shall meet as soon as possible in good faith to try to resolve the matter in an amicable way.

In the absence of any agreement being reached on a particular dispute either party may take the appropriate action in the Courts of England & Wales to resolve the dispute at any time. The parties irrevocably agree that the Courts of England & Wales shall have exclusive jurisdiction in respect of any dispute or claim that arises out of or in connection with this PURCHASE ORDER or its subject matter or formation (including non-contractual disputes or claims).

Section D10. Proper Law and Language

The PURCHASE ORDER shall be construed and take effect in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise

The ruling language of the PURCHASE ORDER shall be the English Language.

PART 2: Conditions applicable to a goods and services or services only Purchase Order

Where the Purchase Order relates to the provision of goods and services or services only by Vendor, the LOGIC, Edition 4 - February 2019, General Conditions of Contract for Services On- and Off-Shore^[2] shall be the applicable Conditions subject to the following amendments:

For clarity, reference to CONTRACTOR herein shall mean the Vendor to whom the PURCHASE ORDER is addressed and reference to COMPANY shall mean Bilfinger.

APPENDIX 1 TO SECTION I - FORM OF AGREEMENT

Section I

Clause 4 The EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT is as stated in the PURCHASE ORDER.

Clause 5 The duration of the CONTRACT is as stated in the PURCHASE ORDER.

Section II

Clause 3.1(a) The COMPANY REPRESENTATIVE is to be advised.

The CONTRACTOR REPRESENTATIVE is to be advised

Clause 5.1 The COMPANY designated heliport is not applicable.

The COMPANY designated supply base is not applicable

Clauses 10.2(b) The Defects Correction Period is 12 months commencing at the agreed date at which the WORK or the relevant part of the WORK was completed

Clause 13.8 The period of suspension is not applicable

Clause 14.3 Latest time for receipt of invoices 90 days.

Clause 14.9 Interest rate per annum- Base Rate plus 3 percent p.a.

Clause 17.4 Rights shall vest in COMPANY

Clause 19.2(d) Permanent third party oil and gas production facilities and pipelines as follows:

To be advised.

For the purposes of Clause 19.2(d) only, consequential losses shall mean:

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

(b) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (a), and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT.

- Clause 20.2 Insurance by the CONTACTOR, the amounts are
Employers' Liability £5 million
General Third Party £5 million
- Clause 24.7(a)(iii) Special Conditions remaining in full force and effect shall be all applicable.
- Clause 28.5(d) The period of suspension is 90 days.
- Clause 29.6 The addresses for the service of notices are:
COMPANY: 4 Greenhole Place, Bridge Of Don Industrial Estate, Aberdeen, AB23 8EU
CONTRACTOR: as set out in the PURCHASE ORDER.
- Clause 30.1(a) Limitation of Liability before the date of completion of the WORK
The sum is unlimited.
- Clause 30.1 (b) Limitation of Liability after the date of completion of the WORK
The sum is unlimited
- Clause 30.2 The Limitation Period is as defined by statute.
- Clause 31.1(b) Resolution of Disputes. The nominees are:
COMPANY The Managing Director
CONTRACTOR The Managing Director

SECTION II (b) - SPECIAL CONDITIONS OF CONTRACT

Clause 1- DEFINITIONS

Clause 1.18

"PURCHASE ORDER" shall mean the purchase order to which these terms and conditions are appended and shall incorporate these Purchase Order Terms and Conditions.

Clause 2- INTERPRETATION

Clause 2.4

The words "other" and "including" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

Clause 4- CONTRACTOR'S GENERAL OBLIGATIONS

Clause 4.10

The CONTRACTOR shall be deemed to have thoroughly reviewed all TECHNICAL INFORMATION and all other documents and information relating to the CONTRACT in order to comply with Clause 6.1 and the CONTRACTOR shall be deemed to have obtained for itself a full understanding and knowledge of the prevailing conditions under which the WORK will be carried out. The CONTRACTOR shall be obliged to advise the COMPANY of any discrepancies in the TECHNICAL INFORMATION and all other documents and information relating to the CONTRACT which may affect the performance and completion of the WORK. The TECHNICAL INFORMATION and any other documents and information which the COMPANY may give to the CONTRACTOR shall be in accordance with the best information available to the COMPANY but the COMPANY does not warrant the exactness and sufficiency of such information.

Clause 4.12

CONTRACTOR shall provide to COMPANY within agreed timescales after completion of the WORK (unless otherwise agreed), or if terminated earlier, within five days from the date of termination of the CONTRACT for any reason, in a format compatible with COMPANY systems, and where specified signed hard copy, at no additional cost, all design calculations, drawings, specifications and other documents and data to be prepared and/or supplied by the CONTRACTOR in relation to the WORK. CONTRACTOR shall also return within the same timescale any drawings, data etc. which may have been provided on loan to CONTRACTOR from COMPANY.

Clause 12- FORCE MAJEURE

Clause 12.2(a)

(a) Riot, war, invasion, act of foreign enemies, action of activists or demonstrators, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;

Clause 18- LAWS AND REGULATIONS

Clause 18.3

Should changes in any applicable laws, rules and regulations, including any change in interpretation of the same by a COMPETENT AUTHORITY, made after the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, result in increases or decreases in the cost to the CONTRACTOR GROUP of performing the WORK, the CONTRACT PRICE may be adjusted only with the agreement of both PARTIES.

Clause 19- INDEMNITIES

Clause 19.5

All undertakings to save, indemnify, defend and hold harmless given under this Clause (save for those under Clauses 19.1(c) and 19.2(c)) and Clause 21 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply whether the claim therefore is made under or otherwise relates to tort, statute, contract (including a contractual obligation between the indemnified party claiming and any other entity, including a member of that party's group) or otherwise at law.

Clause 24- TERMINATION

Clause 24.4

In the event of termination under Clause 24.1 (a) the CONTRACTOR shall be entitled to payment as set out in Section III - Remuneration for the part of the WORK properly performed in accordance with the CONTRACT together with any express early termination payment.

Clause 24.7(a) (ii)

Section II – CONDITIONS OF CONTRACT Clauses 4,8,14,15,16,17,18,19,20,21,22,23,24,25,26,28,29,30,31,32,33 and 34

Clause 27- BUSINESS ETHICS

Not Used.

Clause 28- ANTI-BRIBERY AND CORRUPTION

Clause 28 - BUSINESS ETHICS AND ANTI BRIBERY COMPLIANCE

Clause 28.1 BUSINESS ETHICS

Clause 28.1.1

Both the CONTRACTOR and the COMPANY shall uphold the highest standards of business ethics in the performance of the CONTRACT. Honesty, fairness and integrity shall be paramount principles in the dealing between the PARTIES.

Clause 28.1.2

Neither PARTY shall knowingly involve itself in any business in connection with, or use information arising from, the CONTRACT, in any manner which conflicts with the interests of the other PARTY.

Clause 28.2 ANTI BRIBERY COMPLIANCE

Clause 28.2.1

With reference to the performance of the WORK and associated activities under this CONTRACT, the CONTRACTOR hereby represents and warrants that:

(a) it will comply with all applicable laws, statutes, regulations, codes and conventions relating to anti-bribery and anti-corruption (RELEVANT REQUIREMENTS);

(b) it has in place and will maintain an anti-bribery and anti-corruption policy and adequate procedures to prevent any act of bribery or corruption being committed by it and to ensure compliance with all RELEVANT REQUIREMENTS. CONTRACTOR will provide COMPANY with a copy of such policy and procedures;

(c) during the term of this CONTRACT, the CONTRACTOR agrees to keep and retain detailed, accurate and up to date books, accounts and records of all financial transactions made pursuant to this CONTRACT which are sufficient to enable the COMPANY to verify the CONTRACTOR'S compliance with its obligations under this Clause 28. The CONTRACTOR will not make any off-the-book accounts, payments or expenditures;

(d) no member of CONTRACTOR GROUP has made, offered, or authorized and that no member of the CONTRACTOR GROUP will make, offer, or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any public official or any person holding a legislative, administrative or judicial office (including any person employed by or acting for a public agency) or any political party or political party official or candidate for office, in violation of any of the RELEVANT REQUIREMENTS;

(e) during the term of this CONTRACT and following its expiry or termination, the CONTRACTOR will promptly report to the COMPANY if the CONTRACTOR becomes aware or has reasonable grounds to believe that any payment, gift, promise or other advantage has been requested, demanded, offered, accepted, paid or received in relation to the WORK and associated activities under this CONTRACT. In such a circumstance, the CONTRACTOR shall cooperate in good faith with any investigations which the COMPANY may seek to initiate in order to determine whether any such payment, gift, promise or other advantage has been requested, demanded, offered, accepted, paid or received;

(f) the CONTRACTOR shall promptly notify the COMPANY if, at any time during the term of this CONTRACT, its circumstances, knowledge or awareness changes such that it would not be able to repeat the representations and warranties set out in this Clause 28 at the relevant time. Additionally, COMPANY shall notify CONTRACTOR if it considers CONTRACTOR would not be able to repeat the representations and warranties set out in this Clause 28 at the relevant time. In either case, the PARTIES shall work together to provide assistance to one another for the purpose of compliance with any of the RELEVANT REQUIREMENTS; and

(g) All products and services supplied by CONTRACTOR and agreements between COMPANY or its subsidiary companies and the CONTRACTOR will be in compliance with the Bilfinger Code of Conduct (CODE OF CONDUCT).

Clause 28.2.2

Breach of any provision of this Clause 28 shall be deemed a material breach of this CONTRACT and the COMPANY may suspend or terminate this CONTRACT immediately on notice to the CONTRACTOR if it believes, in good faith and on reasonable grounds, that the CONTRACTOR has breached any of the obligations it has undertaken pursuant to this Clause 28. If the COMPANY suspends or terminates this CONTRACT for a known or suspected breach of this Clause 28, the CONTRACTOR shall not be entitled to claim any compensation or remuneration in respect of such period of suspension or following termination, regardless of any activities or contracts with additional third parties entered into before termination.

Clause 28.2.3

At the request of COMPANY, the CONTRACTOR will certify to the COMPANY in writing signed by two directors of the CONTRACTOR, compliance with this Clause 28.2 by the CONTRACTOR and its AFFILIATES who are performing WORK in connection with this CONTRACT. The CONTRACTOR shall provide such supporting evidence of compliance with this Clause 28 as the COMPANY may reasonably request.

Clause 28.2.4

Without limiting any other rights the COMPANY may have against the CONTRACTOR, the CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless each member of the COMPANY GROUP, from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities which such member of the COMPANY GROUP may suffer, sustain, pay or incur arising by reason of any breach by the CONTRACTOR or any member of the CONTRACTOR GROUP of any of the representations, warranties and obligations under this Clause 28. This Clause 28 will survive the expiry or termination of the CONTRACT, notwithstanding anything to the contrary contained herein."

[\[1\]](#) Note: A copy of the full LOGIC terms and conditions are available on request.

[\[2\]](#) Note: A copy of the full LOGIC terms and conditions are available on request.

1 Records

Record Title	Retention Period	Location	Job Title of Record Owner
N/A			

2 Change History

Date	Version	Changed Contents
19/06/2023	1	New BMS Document Created – Previous Document no: BUK-SCP-MAN-001
10/04/2024	2	Updating links to procurement documents and new Section 33
10/04/2024	3	Links required updating

3 Appendices

N/A