

1. Definitions

- 1.1 'We', 'us' and 'our' means SUEZ Recycling and Recovery UK Ltd: registered office - SUEZ House, Grenfell Road, Maidenhead, Berkshire, SL6 1ES (no: 02291198).
- 1.2 'You' and 'your' means the person, firm and/or company to whom the Purchase Order is addressed.
- 1.3 Anti-Slavery and Human Trafficking Policy means SUEZ's anti-slavery and human trafficking policy as amended and notified to you from time to time.
- 1.4 'Authorised' means authorised by our Purchasing Manager.
- 1.5 'Contract' will, subject to clause 2.2, comprise (in order of precedence in case of any conflict between them): any Order Amendment(s), the Purchase Order, these general conditions of purchase and any special conditions, specifications and other document (or part document) we refer to on the Purchase Order.
- 1.6 'Goods' means any materials, articles and substances to be supplied by you under the Contract.
- 1.7 'Order Amendment' means each Authorised amendment to any Purchase Order, each such Order Amendment (where applicable) having precedence over any earlier Order Amendment.
- 1.8 'Our Goods' means any articles or things belonging to us on which the Services are to be carried out by you.
- 1.9 'Packaging' means any type of packaging including bags, cases, drums, pallets and other containers.
- 1.10 'Price' has the meaning given in Clause 3 below.
- 1.11 'Purchase Order' means our Authorised purchase order having these general conditions of purchase on its reverse or referring to them on its face.
- 1.12 'Purchasing Manager' means our named employee notified to you in writing.
- 1.13 'Services' means any works or services to be supplied by you under the Contract.

2. The Contract

- 2.1 You agree to sell and supply, and we agree to purchase, the Goods and/or Services (as the case may be) in line with the Contract.
- 2.2 The Contract will not include any of your conditions of sale or supply of services notwithstanding reference to them in any document. Should the Contract be held to include your terms and conditions then in the event of any conflict the Contract will prevail over your terms and conditions.
- 2.3 It is a condition of the Purchase Order and the Contract that you are registered with the Coupa Supplier System (CSP) (<https://success.coupa.com?cid=supplier-getting-started>) and if you are not already registered with CSP that you become registered within one week of the date of the Purchase Order, failing which the Purchase Order and the Contract shall be null and void.

3. Price

- 3.1 You will sell and supply us the Goods and Services for the Price stated in the Contract. If no Price is stated then the Price will be a reasonable price, taking into account market conditions.
- 3.2 The Price will include storage, packing, insurance, delivery, installation and commissioning (as applicable) but will exclude VAT.

4. Amending a Purchase Order

- 4.1 We will have the right, before delivery, to send you an Order Amendment adding to, deleting or modifying the Goods and Services.
- 4.2 If an Order Amendment will cause a change to the Price or delivery date then you must suspend performance of the Contract and notify us without delay, calculating the new Price at the same level of cost and profitability as the original Price. You must allow us at least 10 working days to consider any new Price and delivery date. The Order Amendment will take effect only when our Purchasing Manager accepts in writing the new Price and delivery date within the time (not less than 10 days) you stipulate.
- 4.3 If our Purchasing Manager fails to confirm an Order Amendment within the time you stipulated then performance of the Contract will immediately resume as if the Order Amendment had not been issued (except that we may still exercise our right to end the Contract in line with Clause 22).

5. Quality and description

- 5.1 The Goods and Services will:
 - (a) conform in every respect with the provisions of the Contract;
 - (b) be capable of all standards of performance specified by you;
 - (c) be fit for any purpose made known to you (even if by implication and in this respect we rely on your skill and judgement);
 - (d) be new (unless otherwise specified by us on the Purchase Order) and be of sound materials and skilled and careful workmanship;
 - (e) correspond to their description or any samples, patterns, drawings, plans and specifications you may have supplied or referred to in the Contract;
 - (f) be of satisfactory quality;
 - (g) comply with any prevailing legislation affecting the UK;
 - (h) be supplied with all due diligence, skill and care to be expected of persons fully qualified, experienced and competent in their provision. If requested by us at any time you will provide us with evidence of such competency within 5 days of our request; and
 - (i) be supplied in accordance with the manufacturer's instructions.

6. Work At Our Premises

- 6.1 If the Contract involves any works or services which you perform at our premises then you will ensure that you will (at your cost):
 - (a) adhere in every respect to the obligations imposed on you by current health and safety legislation; and,
 - (b) comply with our site rules or other regulations at those premises.

7. Progress and Inspection

- 7.1 You will (at your cost) provide any programmes of manufacture, performance and delivery that we may require. You will notify us without delay if your progress falls behind, or is at risk of falling behind, any of these programmes.
- 7.2 We will have the right to check progress at your premises (or the premises of any relevant sub-contractors or any other person associated with you), to inspect and to reject Goods that do not comply with the Contract. Your agreement with any relevant sub-contractor or other relevant person will reserve such right for us. Any inspection or approval, or failure to inspect or approve, will not relieve you from your obligations under the Contract.

8. Packaging

- 8.1 Unless otherwise stated in the Contract, all Packaging will be non-returnable. If the Contract states that packaging is returnable, you must give us full instructions before delivery. You must pay the cost of all carriage and handling for the return of any Packaging.
- 8.2 We will not be liable for any Packaging lost or damaged in transit.

9. Safety

- 9.1 You will observe all legal requirements of the UK or EU and relevant international agreements in relation to health, safety and environment, and in particular to the marking of hazardous Goods, the provision of data sheets for hazardous materials and all provisions relating to food. Hazardous Goods must be clearly marked and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English and Goods must be accompanied by emergency information in English.

10. Delivery

- 10.1 All Goods and Services will be delivered and supplied at the time(s) and the place(s) specified in the Contract. Where delivery times are specified for any Goods or supply of Services time will be of the essence.
- 10.2 Any Goods will be properly labelled, packed, secured and despatched (at your cost) to arrive in good condition.
- 10.3 You will give us reasonable advance notice of the date and method of each delivery and supply, and comply with our reasonable instructions relating to these arrangements. You will rectify or replace at your cost any Goods or Our Goods damaged or lost in transit. You will supply all appropriate instructions and maintenance manuals with the Goods and Services.
- 10.4 All goods supplied by you to us and delivered from outside the United Kingdom shall be Delivered Duty Paid (DDP) Incoterms 2021 as amended from time to time.

11. Late Delivery

- 11.1 If you or your carrier deliver any Goods to us, or supply any Services, but at the wrong time or to the wrong place then we may deduct from the Price any resulting additional costs to us including (without limitation) costs of storage or transport.
- 11.2 If the Goods and Services or any part of them are not delivered to us at the place specified by us by the time(s) specified then we may cancel any undelivered balance of the Goods or Services. We may also return for full credit, and at your cost, any other Goods that we believe can no longer be used as originally contemplated by us owing to this cancellation. In the case of Services, we may have the work performed by alternative means and any additional costs reasonably so incurred will be at your expense. This will not affect any other right we may have.

12. Property and Risk

- 12.1 You will bear all risks of loss or damage to the Goods until they have been delivered to us at the location specified and you will insure them accordingly.
- 12.2 Ownership of the Goods will pass to us:
- when the Goods have been delivered to us; or, if earlier, when they have been paid for in full; or,
 - if we make any advance or stage payment, at the time such payment is made (in which case you must mark the Goods as our property).
- 12.3 The effect of this clause is without prejudice to any rights of rejection, termination or cancellation we may have.

13. Acceptance

- 13.1 We will have the right to reject any Goods (in whole or in part) within a reasonable time of delivery if they do not conform to the requirements of the Contract. It is agreed that we may exercise our right of rejection notwithstanding any provision of the Sale of Goods Act 1979 (as amended).
- 13.2 We will give you a reasonable opportunity to replace the Goods and Services with new Goods and Services that conform with the Contract, after which time, we will be entitled to cancel the Contract and purchase the nearest equivalent Goods and Services elsewhere. In the event of such cancellation you will promptly repay to us any sum paid under the Contract without any retention or set-off whatsoever. Such cancellation will not affect any other rights we may have.
- 13.3 You must collect all rejected Goods within a reasonable time of rejection or we will return them to you at your risk and expense.

14. Payment

- 14.1 Payment shall be conditional on you being registered on the CSP and provision of a valid Purchase Order number as required under clause 14.2
- 14.2 Unless we expressly state otherwise in the Contract we will pay you within 60 days from the end of the month in which we receive from you a correctly rendered invoice. Your invoice must be addressed to the department indicated on the Purchase Order and it must quote the full Purchase Order number. VAT, where applicable, will be shown separately on all invoices as a strictly nett extra charge. All invoices and payments must be in pounds sterling. We will not be held responsible for delays in payment caused by your failure to comply with our invoicing instructions.
- 14.3 If we fail to pay you in line with clause 14.1 we will, upon your written request for payment, pay interest to you on such amount at the rate of 3% above the Nat West Bank base rate, calculated on a daily basis, from the date of receipt of your written request to the actual date of payment. This clause will not apply to any invoice which we are disputing as being correct.

15. Your Warranty

- 15.1 It is expressly agreed that:
- you will promptly make good (at no cost to us) any defect in the Goods and Services that we discover under proper usage during the first of 12 months of actual use or 18 months from the date of delivery or supply to us, whichever period ends first. Such defects may arise from your faulty design, your erroneous instructions as to use, inadequate or faulty materials, poor workmanship or any other breach of your obligations whether under the Contract or at law;
 - repairs or replacements will be covered by the above warranty but for a period of 12 months from their delivery or supply to us;
 - you will ensure that compatible spares are available to facilitate repairs (where applicable) at a reasonable price for a period of at least 5 years from the date of delivery of the Goods.

16. Indemnity

- 16.1 You will indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities including (without limitation) liabilities to other persons and whether in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property, any employment taxes and any penalty, fine or interest incurred or payable by us in connection with or in consequence of any liability, deduction, contribution, assessment or claim for any individual or by a tax authority in respect of the application of IR35 (where recovery is not prohibited by law), or in any other respect whatsoever arising out of the breach or negligent performance by you or failure of performance by you of the Contract or the presence of you, your employees or agents on our premises.
- 16.2 Nothing in this agreement limits any liability, of either party, which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 16.3 Our total aggregate liability to you shall be limited to the value of the Purchase Order that a liability relates to. References to liability in this clause 16.3 apply to every liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 16.4 We shall not have any liability to you in connection with the Contract in respect of any indirect or consequential losses or any loss of profit or loss of revenue.

17. Insurance

- 17.1 You will have in force and maintain during the period of the Contract:
- any minimum insurance requirement of UK or EU legislation;
 - public liability insurance in respect of your performance of the Contract covering: loss or damage to our property, or the property of other persons; and injury or death of any persons, and such other liabilities as are usually covered by such insurance, in the sum of at least £1 million per event;
 - insurance of the Goods during manufacture, and of Our Goods or property whilst in your possession, and transport of the same between our premises and your premises, in a sum of at least their full replacement value;
 - if you supply Goods under the Contract, product liability insurance in respect of any liability in the sum of at least £1 million per event.
- 17.2 You will procure that such insurance will extend, where appropriate, to indemnify us as principal.
- 17.3 All relevant sums received under the required insurance will be applied in, or towards, satisfaction of any claims against you or replacement of the Goods or Our Goods or our property or your property as the case may be.
- 17.4 You will comply with the terms and conditions of any insurance taken out by you and will bear the cost of all exclusions and limitations under such insurance.
- 17.5 You will supply to us a copy of all relevant insurance policies and evidence that the policies are in force, and the premiums have been paid, when we require it.
- 17.6 If you fail to comply with your above insurance obligations we may take out such insurance and you will forthwith reimburse such costs to us.

18. Recovery of Sums Due

18.1 Whenever under the Contract any sums of money will be recoverable from or payable by you, they may be deducted from any sums then due, or which at any later time may become due, to you under the Contract or under any other contract you may have with us.

19. Matters Beyond Control

19.1 If either party is delayed or prevented from performing its obligations under the Contract by circumstances beyond the reasonable control of that party including, without limitation, any form of government intervention, strikes and lockouts relevant to the Purchase Order, such performance will be suspended, and if it cannot be completed within a reasonable time after the due date in the Purchase Order, then the Contract may be ended forthwith by written notice given by either party.

19.2 We will pay to you such sum as may be fair and reasonable in the circumstances in respect of any Goods delivered and/or Services performed by you under the Contract prior to cancellation but only in respect of delivered Goods or completed Services which are of benefit to us as originally contemplated in the Contract.

20. Use of Information

20.1 Any information derived from our premises, documents or otherwise communicated to you in connection with the Contract will be kept secret and confidential and will not, without prior written consent of our Purchasing Manager, be disclosed to any third party. Neither will it be made use of by you except for the purpose of implementing the Contract.

21. Intellectual Property Rights

21.1 All plans, drawings and designs supplied by us or at our request to you for the purpose of the Contract and all intellectual property rights therein will remain our property and will be treated by you as confidential. All plans, drawings and designs prepared or obtained by you from us or our agents for the purposes of the Contract and all intellectual property rights therein will be used by you only for the purposes of the Contract and will be delivered up to us upon completion of the Contract.

21.2 You warrant that neither the Goods or Services, nor our use of them, will infringe any patent registered design trade mark copyright or other protected right and undertake to indemnify us against all actions, costs, claims, demands, expenses and liabilities arising from or incurred by reason of any infringement or alleged infringement of any such right.

21.3 You will grant to us a perpetual, royalty-free, world-wide, irrevocable licence to use, and sub-licence others to use, all intellectual property rights owned and used by or developed by you, your employees and agents in manufacture and supply of the Goods and Services or other performance of the Contract for the purpose of operating, using, modifying, maintaining or repairing the Goods and Services or connecting, integrating or incorporating them into other goods and equipment and we will be entitled to assign such licence to others.

22. Ending the Contract

22.1 We may in writing, giving such notice period as we deem appropriate, end the Contract if you:

- (a) default in performance of any of your obligations under the Contract and, in the case of a default which is capable of remedy, we have given notice requiring the default to be remedied and the default is not remedied within 14 days after the date of the notice to remedy;
- (b) have committed persistent breaches of the Contract, whether or not breaches of a similar nature, over any period of 28 consecutive days;
- (c) are a company and:
 - (i) you pass an effective resolution for winding-up (otherwise than for the purpose of an amalgamation or reconstruction where the resulting entity assumes all of your obligations under the Contract); or
 - (ii) a court makes a binding order to that effect unless within 28 days of his appointment the liquidator provides to us a guarantee of performance of the Contract in such form and amount as we may require; or

(d) are a partnership and you will be dissolved, or (being an individual) will commit any act of bankruptcy or will die, if you (whether a company or not) will cease to carry on its business or substantially the whole of its business, or if a liquidator, receiver, administrator, trustee, manager or similar officer is appointed of any of your assets or any similar step is taken in connection with your insolvency bankruptcy or dissolution.

22.2 If the Contract is so ended then:

- (a) It will be in respect of the Goods undelivered or the Services not performed as at the effective date of ending and, if we so require, in respect of Goods or Services already delivered or performed, or any of them; and
- (b) we will (without prejudice to any other claim for damages we may have) be entitled to recover from you:
 - (i) any additional expenditure which may be incurred by us in obtaining replacement Goods and/or Services; and
 - (ii) if the Contract is ended in respect of Goods already delivered, and at our option, all sums paid for such Goods, in which case they will be returned to you at your risk and cost.

22.3 In addition to any rights we may have under the Contract or at law we will be entitled to end the Contract, for any other reason whatsoever, by written notice and to refuse to accept any further Services and any Goods not delivered and accepted at the date of such notice provided that:

- (a) we will pay to you the Price of Goods and/or Services delivered and accepted by us and not already paid for;
- (b) you will, if we require, complete all Goods partially manufactured and Services partially performed at the date of any notice and we will pay the Price (or for part performance a fair and reasonable proportion thereof) of all such Goods and Services as are accepted by us;
- (c) you will be entitled to require us to take and pay for any raw materials reasonable purchased by you specifically for the purpose and irrevocably allocated by you to the Contract, but not otherwise, provided that:
 - (i) such material will be on delivery and examination in every way perfect and fit for use in the performance of the Contract;
 - (ii) such material cannot be used for any goods to be supplied in substitution for the cancelled Goods or for any other Goods which you are currently producing for us; and
 - (iii) we will pay for such raw material the current market price for the same at the date of delivery to us or the price contracted to be paid by you if the lesser; and
- (d) We will pay to you such sum (not exceeding the Contract price) as may be reasonable in respect of any Services carried out before it ended.

22.4 The ending of the Contract under clauses 22.1 or 22.3 for any reason will:

- (a) subject to the other provisions of this clause 22 discharge the parties from any liability for further performance of the Contract;
- (b) be without prejudice to any rights or liabilities which have accrued prior to the date it ended; and
- (c) not affect the coming into force or the continuation in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after it ended.

22.5 Upon the ending of the Contract, you will return to us all documents and materials (and all copies thereof) containing our confidential information and certify in writing to us that you have complied with this requirement.

22.6 Nothing in this clause 22 excludes or restricts any right which we would otherwise have under the law to rescind or end the Contract or to treat us as discharged from further performance of our obligations under the Contract whether on grounds of misrepresentation, breach, frustration or otherwise.

23. Assignment and Sub-letting

23.1 The Contract will not be assigned by you nor sub-let in part or as a whole. You will not sub-let any part of the Contract without our written consent, but we will not refuse such consent unreasonably. The restriction contained in this Clause will not apply to sub-contracts for materials for minor details or for any part of which the manufacturers are named in the Contract. You will be responsible for all work done and Goods and Services supplied by all sub-contractors.

24. Waiver

24.1 A failure at any time to enforce any provision of the Contract will in no way affect the right at a later date to require complete performance of the Contract, nor will the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

25. Notice

25.1 All notices and communications sent to us under the Contract will be in writing and sent by first class mail. They must be posted to the Purchasing Manager's address shown on the Purchase Order and will be deemed to have been received by us on the second business day following the date of posting. All notices and communications must be marked for the attention of the Purchasing Manager.

25.2 All notices and communications sent to you under the Contract will be in writing and sent by first class mail. They must be posted to your normal business or last known address and will be deemed to have been received by you on the second business day following the date of posting.

26. Amendment

26.1 No addition, alteration or substitution of these conditions will bind us or form part of the Contract unless and until accepted in writing by our Purchasing Manager.

27. Anti-bribery and anti-corruption

27.1 For the duration of the Contract you shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) comply with all our policies relating to the above notified by us to you;
- (c) ensure that all persons associated with you (as defined in the Bribery Act 2010) including your subcontractors or other persons who are performing Services or providing Goods in connection with this Contract comply with this clause 27; and
- (d) provide such supporting evidence of compliance with this clause 27 as we may reasonably request.

28. Anti-slavery

28.1 In performing your obligations under the Contract you shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) comply with the Anti-Slavery and Human Trafficking Policy and our Code of Conduct for Suppliers; and
- (c) ensure that each of your subcontractors and suppliers shall comply with the Anti-Slavery and Human Trafficking Policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

28.2 We may terminate the Contract with immediate effect by giving written notice to you if you commit a breach of the Anti-Slavery and Human Trafficking Policy or fail to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

29. Key Personnel

29.1 If we award the Contract based on agreed key personnel to be involved in performing the Contract you shall utilise those key personnel in provision of the Services and not remove them from provision of the Services without giving us reasonable prior written notice.

30. Sustainability, Environment and Ethics

30.1 The Goods and Services will comply with good industry practice of environmental sustainability and in performing the Contract you will seek to minimise so far as you reasonably can the impact of your activities on the environment. You will at all times comply with our Supplier Code of Conduct (as updated from time to time) which sets out the minimum standards we expect of suppliers and can be found at www.suez.co.uk/sustainableprocurement or from the procurement department.

31. Disaster Recovery and Anti-virus Software

31.1 You will maintain appropriate business continuity plans, recovery plans, contingency plans, anti-virus software, cyber and physical security in line with good industry standards to ensure the Goods and Services are not affected due to power outage, property damage, software viruses and cyber-attacks as far as reasonably possible.

32. Data Protection

32.1 Where You process personal data (as defined in the Data Protection Act 2018 as amended ("the Act")) on our behalf You will be the data processor of such personal data within the meaning of the Act and agree to comply with the Act and only process such data in performance of the Contract.

33. Publicity and Branding

33.1 You will not advertise your products, goods or services on any offensive website. You will not use our brand or logo without our prior written consent.

34. Anti-facilitation of tax evasion

34.1 You shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) have and shall maintain in place throughout the term of this agreement such policies and procedures reasonable to prevent the facilitation of tax evasion by another person (including without limitation your employees). The meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017;
- (c) promptly report to us any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this agreement and any supporting information.

35. Law

35.1 The Contract will be subject to the Laws of England and Wales and the courts in England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).