

Title: <p style="text-align: center;">CONDITIONS OF SALE</p>	Date: Sep-13	Page: 1 of 5	HQ305/2
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1. Definitions

- 1.1 "Additional Works" means any work which the Customer requires the Company to execute beyond the scope of the initial Contract whether by means of a variation to the Contract or otherwise
- 1.2 "The Company" means Vinci Energies United Kingdom plc or any subsidiary or group companies
- 1.3 "The Customer" means any person or party who places an Order on the Company
- 1.4 "Contract" means the Company's Quotation and the Conditions of Sale the Customer's Order and the Company's written Acknowledgement. It shall be a condition precedent to the existence of a Contract that the Company shall issue its written Acknowledgement.
- 1.5 "Contract Sum" means the Company's Quotation and any adjustment thereto permitted by the Contact
- 1.6 "Force majeure" shall mean any cause beyond the reasonable control of the Company including but not limited any industrial dispute action
- 1.7 "Works" means the works described in the Company's Quotation subject to any agreed variation or additional work

2. Price

- 2.1 Unless agreed otherwise the Company's Quotation is open for acceptance for 28 days therefrom. The Company's quotation is net of discount.
- 2.2 The Company's Quotation includes only those works listed therein. If the nature and/or extent of the work carried out by the Company is varied for any reason, then the Company shall be entitled to additional monies and extensions of time to allow for the varied quantities.

3. Variations

- 3.1 No variation shall vitiate the Contract. If the Customer fails or refuses to issue a written variation instruction for any varied or additional work then the Company is not bound to execute the additional work. The Company shall be entitled to receive fair rates and prices for any varied work, taking into account all relevant circumstances as well as an extension of time.

4. Contract Performance

- 4.1 Unless agreed otherwise the Company's Quotation is based on the works being executed in one visit by the Company to the Site, with full continuity of work so as to allow the Company to carry out the works in an orderly and logical sequence to achieve any completion date agreed with the Customer.

Title: <p style="text-align: center;">CONDITIONS OF SALE</p>	Date: Sep-13	Page: 2 of 5	HQ305/2
---	------------------------	------------------------	----------------

If it becomes reasonably apparent that the commencement, progress or completion of the works or any part thereof is being or is likely to be delayed for any reason, the Customer shall grant such written extension of time to the Company as is fair and reasonable in all the circumstances for the completion of the works. In the event that no extension of time is granted by the Customer then the Company will only be required to complete the works within a reasonable time taking into account all the circumstances.

- 4.2 Unless otherwise specified, the Company's Quotation includes for work being executed in normal working hours. "Normal working hours" means any 8 hour period at the Company's discretion between the hours of 7.30 am and 6.00 pm Monday to Friday, except for Public Holidays.

5. Suitability of Site

- 5.1 Where applicable the Customer shall ensure that all existing surfaces and structures to which the works are to be applied, fixed or laid are true. Even and within the specified and/or approved tolerances before the works are commenced.

Where the works carried out by the Company are alterations, adaptations, modifications, or extensions to any existing works, or services the Company shall not be liable for any defect which may become apparent in the existing works or services by reason of the works executed by the Company. In the event of such defects becoming apparent, the parties will agree how to proceed.

6. Payment

- 6.1 Unless agreed otherwise the Company shall issue interim applications for payment at regular intervals of four weeks (the "due dates") commencing from the Company's first day on site. If for any reason goods and materials required in the execution of the works are paid for by the Company before the Company can commence the works on site, then the Company shall be entitled to apply to the Customer for payment in full for such goods and materials. The Company shall within one month of the date of the practical completion of the works issue a final application for payment.
- 6.2 All invoices shall become payable in full within 30 days of the invoice date without discount
- 6.3 The Company shall be entitled to simple interest or finance charges at the rate of 5% over the Bank of England Base Rate on all sums not paid by the Customer in accordance with the Contract

7. Delay Liability

If the Company fails to deliver the goods within the period specified in it's Quotation otherwise than due to a force majeure event, or due to any act or omission of the Customer or its representatives or agents, the Customer shall be entitled to liquidated damages at the rate of 0.5% per week or part thereof subject to a maximum of 10% of the Contract Price. Our liability for such liquidated damages shall be in full satisfaction for our liability for delay.

Title: <p style="text-align: center;">CONDITIONS OF SALE</p>	Date: Sep-13	Page: 3 of 5	HQ305/2
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8. Title

- 8.1 The legal title to all goods and services provided by the Company shall remain with the Company until they have been paid for in full but risk will pass to the Customer upon delivery.

9. Defects

- 9.1 The Company shall not be responsible for any defects of whatever nature, type and extent in materials specified by the Customer and used in the execution of the works.
- 9.2 When the works includes any element of design then the Company warrants that such design will be carried with all reasonable skill and care.
- 9.3 Save for clause 9.1, all workmanship and materials will be warranted against defects for a period of 12 months from the date that they are handed over to the Customer. All such defects notified to the Company within the said period will be made good by the Company at no cost to the Customer. Our liability under this clause shall be in lieu of any warranty or condition implied by law or otherwise as to the quality or fitness for any particular purpose of the goods.

10. Indemnities

- 10.1 The Customer shall be responsible at all times for any loss, theft, damage howsoever arising to the goods and services provided by the Company.. The Customer shall be responsible at all times for the safe storage of the Company's materials, plant and equipment, and vehicles whilst within the area of the works and shall reimburse the Company in full for any loss, theft, damage howsoever arising to such materials, plant, equipment and vehicles.
- 10.2 Each party ("the defaulting party") shall indemnify the other against all claims, proceedings, costs and expenses incurred by reason of any injury or death of any person or damage to any property or any loss or damage of any kind caused by or arising out of any default on its part.
- 10.3 Neither party will be liable to the other, whether for breach of contract, under any indemnity or for tort (including but not restricted to negligence) for loss of contracts, loss of production or profits or any revenue losses.
- 10.4 The aggregate liability of either party to the other arising out of or in connection with this contract shall not exceed the Contract Sum as amended in accordance with its terms.

11. Intellectual Property Rights

- 11.1 Unless otherwise in writing, any intellectual property rights in any design, drawing, specification or any other thing prepared or produced by or on behalf of the Company shall remain at all times the exclusive property of the Company. The Customer shall not disclose any design, drawing, specification or any other item to any third party without the Company's prior written consent.

12. Third Party Rights

Title: <p style="text-align: center;">CONDITIONS OF SALE</p>	Date: Sep-13	Page: 4 of 5	HQ305/2
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12.1 The Contracts Right of Third Party Act 1999 shall not be applicable to this Contract.

13. Suspension

13.1 The Company reserves the right to suspend work at any time without being in breach of the Contract or any other agreement that may be in force at the time if it becomes apparent that the Customer's credit rating or credit worthiness is unsatisfactory. Should this occur the Customer shall pay the Company the full amount outstanding under the Contract or if there is no Contract, the amount due to the Company at the time, within 48 hours of receipt by the Customer of a written notification to do so from the Company. Thereafter the Company shall be paid by the Customer on a pro forma basis for executing the remainder of the work under the Contract, or if there is no Contract, then for executing any further work.

13.2 Failure to make a payment in accordance with the provisions of Clause 6 of these Conditions shall entitle the Company to issue a notice requiring payment within 5 days and if payment of all outstanding monies and interest thereon are not received within that time, the Customer shall be deemed to have repudiated the Contract.

14. Termination

14.1 Where the Customer is (i) a registered company, the passing of any resolution or the making of any application to the Court for the winding up of the company, the making of any arrangement with creditors, the appointment of a receiver or manager on behalf of a creditor, or the occurrence of any circumstances which entitle any creditor to appoint a receiver or manager or the Court to make a winding up order, or (ii) an individual, the insolvency of whom or any partner in a partnership or firm (insolvency means the presentation of any bankruptcy petition under the Insolvency Acts or the making of any conveyance or assignment for the benefit of creditors), shall allow the Company to determine the Contract by written notice.

14.2 The Customer cannot terminate unless all the following conditions are met:

- a. There must be an identified default.
- b. A notice is served by the customer identifying the default and providing a reasonable period of time to correct the default.
- c. If the default is not corrected within the required time, the contract is then terminated by written notice.

Any liability arising from termination is subject to the provisions of clause 10.

15. Assignment

15.1 Neither party shall without the prior written consent of the other, assign or transfer the Contract or the works or any part thereof.



Title: <p style="text-align: center;">CONDITIONS OF SALE</p>	Date: Sep-13	Page: 5 of 5	HQ305/2
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16. Anti-Bribery

The parties shall

- 16.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery requirements including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 16.2 have and maintain in place throughout the term of this Agreement policies and procedures to ensure compliance with the Relevant Requirements.
- 16.3 promptly report to you any request or demand for any undue financial or other advantage of any kind received it in connection with the performance of this Agreement; and
- 16.4 ensure that any associated person performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the parties this clause 15 Each party shall be responsible for the observance and performance by such persons of the Relevant Terms.

17. Adjudication and Arbitration

- 17.1 Any decision, notice, certificate or any other thing given to or received by either named in the Contract shall be capable of being referred to adjudication at any time. The Adjudicator's decision shall be binding until final resolution of the dispute by arbitration proceedings.
- 17.2 If at any time any question dispute or difference shall arise between the parties in relation to or arising out of the Contract which cannot be settled amicably either party shall as soon as reasonably practicable give to the other notice of existence of such question dispute or difference specifying the nature and the point at issue and the same shall be referred to the arbitration of a person to be agreed upon. Failing agreement upon such person within 30 days after the date of such notice the arbitration shall be conducted by some person appointed on the application of either party by the President of the Institute of Engineering and Technology.
- 17.2. Performance of the Contract shall continue during arbitration proceedings. No payment due or payable by the Purchaser shall be withheld on account of a pending reference to arbitration.

18. Law

- 18.1 This Contract shall be subject to and interpreted in accordance with English Law.

19. VAT

- 19.1 The Quotation, Contract Sum, rates and prices or any other amount stated from time to time, are exclusive of Value added Tax.